



Downtown Investment Authority
Hybrid Virtual In-Person Meeting
Wednesday, May 15th, 2024
2:00 PM

MEMBERS:

Jim Citrano, Board Chair
Braxton Gillam, Esq.
Carol Worsham
Sondra Fetner, Esq.

Patrick Krechowski, Esq.
Micah Heavener
Melinda Powers, Esq.
Scott Wohlers

I. CALL TO ORDER

II. PUBLIC COMMENTS

III. COMMUNITY REDEVELOPMENT AGENCY

- A. Form 8B: Voting Conflict Disclosures
- B. April 17th, 2024, Community Redevelopment Agency Meeting Minutes Approval
- C. Consent Agenda
 - i. Resolution 2024-05-03 Baby Got Brunch
 - ii. Resolution 2024-05-04 30 Year ROI
 - iii. Resolution 2024-05-05 Related
- D. Resolution 2024-05-02 Players Grille
- E. Resolution 2024-05-06 One Riverside

IV. DOWNTOWN INVESTMENT AUTHORITY

- A. April 17th, 2024, Downtown Investment Authority Board Meeting Minutes Approval
- B. Consent Agenda
 - i. Resolution 2024-04-07 Florida Theatre Volunteer Parking
- C. Resolution 2024-04-01 CEO Contract

V. OLD BUSINESS

VI. NEW BUSINESS

VII. CEO INFORMATIONAL BRIEFING

- A. CEO Monthly Update

VIII. CHAIRMAN REPORT

IX. ADJOURN

PHYSICAL LOCATION

Jacksonville Public Library-Main Library/Downtown
303 North Laura Street
Multipurpose Room (located in the Conference Center)
Jacksonville, Florida 32202

VIRTUAL LOCATION

Interested persons desiring to attend this meeting virtually can do so via Zoom (including by computer or telephone) using the following meeting access information:

Join Zoom Meeting

<https://zoom.us/j/94074017448?pwd=WklzbHNRRCT6cFBqL0M4YkNrMkxrQT09>

Meeting ID: 940 7401 7448

Passcode: 642945

One tap mobile

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Find your local number: <https://us02web.zoom.us/j/kf07Gqj9k>

TAB III.B

**APRIL 17TH, 2024 COMMUNITY REDEVELOPMENT AGENCY MEETING MINUTES
APPROVAL**



Community Redevelopment Agency
Downtown Investment Authority Hybrid Meeting
Wednesday, April 17th, 2024, 2:00 p.m.

Community Redevelopment Agency Hybrid Meeting
DRAFT MEETING MINUTES

DIA Board Members (BM): Jim Citrano, Board Chair; Sondra Fetner, Esq.; Patrick Krechowski, Esq.; Micah Heavener; Melinda Powers, Esq.; Scott Wohlers

Mayor’s Office: None

Council Members: Councilmember Jimmy Peluso

DIA Staff: Lori Boyer, Chief Executive Officer; Steve Kelley, Director of Downtown Real Estate and Development; Guy Parola, Director of Operations; Allan DeVault, Project Manager; Wanda Crowley, Financial Analyst; Sheri Webber, Marketing and Communications Manager; Ava Hill, Administrative Assistant

Office of General Counsel: John Sawyer, Esq.

I. CALL TO ORDER

The CRA meeting was called to order at 2:01 pm by Jim Citrano, Board Chair. This was followed by the Pledge of Allegiance and introductions.

II. PUBLIC COMMENTS

The following people made in-person public comments, made public comments virtually through Zoom, or provided comments that were read into the record by DIA Staff. Note: the subject matter of the comment(s) indicated to the right of each person:

Vanessa Hopkins	Northbank Economic Development
Michael Kerwin	Riverfront Plaza
Demetri Demopolis	Riverfront Plaza
Nancy Powell	Riverfront Plaza
Deborah Early	Riverfront Plaza
Barabara Ketchum	Riverfront Plaza

III. COMMUNITY REDEVELOPMENT AGENCY

The Downtown Investment Authority Board Meeting split agenda was explained by CEO Lori Boyer, starting with the Community Redevelopment Agency agenda and then the Downtown Investment Authority agenda.



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A. FORM 8B: VOTING CONFLICT DISCLOSURES

Board Member Heavener declared a voting conflict for Resolution 2024-04-10 Trio and advised that he would abstain from the vote. John Sawyer confirmed that the Board still makes quorum with Board Member Heaver abstaining from the vote.

B. March 20th, 2024, COMMUNITY REDEVELOPMENT AGENCY MEETING MINUTES APPROVAL

Board Chair Citrano called for a motion to approve the meeting minutes.

Motion: Member Fetner motioned to approve the meeting minutes as presented.

Second: Member Wohlens seconded the motion.

Vote: Aye: 6 Nay: 0 Abstain: 0

MOTION PASSED UNANIMOUSLY 6-0-0

C. CONSENT AGENDA

Board Chair Citrano called for a vote on the consent agenda which included Resolutions 2024-04-02, 03, 11, and 12.

Motion: Member Fetner motioned to approve the consent agenda.

Second: Member Heavener seconded the motion.

Vote: Aye: 6 Nay: 0 Abstain: 0

MOTION PASSED UNANIMOUSLY 6-0-0

D. RESOLUTION 2024-04-01 NB CRA FY 23-24 FIS REV

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY BOARD OF THE DOWNTOWN NORTHBANK COMMUNITY REDEVELOPMENT AREA (“CRA”) EFFECTUATING A TAX INCREMENT DISTRICT BUDGET TRANSFER, ATTACHED HERETO AS EXHIBIT ‘A’, IN ACCORDANCE WITH ITS ABILITY TO DO SO WITHOUT FURTHER ACTION BY CITY COUNCIL PURSUANT TO §163.387, FLORIDA STATUTES, AND §106.341, ORDINANCE CODE; PROVIDING AN EFFECTIVE DATE.



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CEO Boyer explained that the resolution was not on the consent agenda because of an error on page 2 of the resolution. The error was corrected so that the text under “To” read “Future Year Debt Reduction.”

Seeing there was no discussion, Board Chair Citrano called for a motion on the resolution.

Motion: Member Krechowski motioned to approve the resolution.

Seconded: Member Fetner seconded the motion.

Board Chair Citrano called for a vote on the resolution.

Vote: Aye: 6 Nay: 0 Abstain: 0

MOTION PASSED UNANIMOUSLY 6-0-0

E. RESOLUTION 2024-04-09 ST JOHNS RIVER PARK RESTAURANT

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) AUTHORIZING THE DESIGN AND CONSTRUCTION BY THE SOUTHSIDE CRA OF A STANDALONE RESTAURANT IN ST. JOHNS RIVER PARK ADJACENT TO FRIENDSHIP FOUNTAIN, IN ACCORDANCE WITH THE TERMS IDENTIFIED ON EXHIBIT A; INSTRUCTING ITS CHIEF EXECUTIVE OFFICER (“CEO”) TO TAKE ALL NECESSARY ACTION TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION; FINDING THAT THIS RESOLUTION FURTHERS THE BUSINESS INVESTMENT AND DEVELOPMENT (“BID”) PLAN, INCLUDING THE COMMUNITY REDEVELOPMENT AREA (“CRA”) PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

CEO Boyer explained that the resolution was the result of discussion during the Strategic Implementation Committee meeting and individual conversations due to concerns about the suggested type of establishment. The resolution was amended to include verbiage to make sure DIA and the Board aren’t limited to the Streetsense recommendations on the type of establishment and other terms.

Board Chair Citrano called for a motion on the amendment.

Motion: Member Krechowski motioned to approve the amendment to the resolution.

Seconded: Member Wohlers seconded the motion.

Board Chair Citrano called for a vote.



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Vote: Aye: 6 Nay: 0 Abstain: 0

Board Chair Citrano called for a motion on the amended resolution.

Motion: Member Krechowski motioned to approve the amendment to the resolution.

Seconded: Member Wohlers seconded the motion.

Vote: Aye: 6 Nay: 0 Abstain: 0

MOTION PASSED UNANIMOUSLY 6-0-0

A. RESOLUTION 2024-04-10 TRIO

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) REGARDING RESTORATION OF THE THREE BUILDINGS COLLECTIVELY REFERRED TO AS THE “LAURA TRIO” (AND INDIVIDUALLY KNOWN AS THE FLORIDA NATIONAL BANK BUILDING, THE BISBEE BUILDING AND THE FLORIDA LIFE INSURANCE BUILDING), AND ASSOCIATED NEW CONSTRUCTION MULTIFAMILY AND HOTEL; FINDING THAT THE PROPOSAL SUBMITTED BY THE DEVELOPER ON MARCH 30, 2024 IS UNTENABLE AND RECOMMENDING THAT NO FURTHER ACTION BE TAKEN ON SAID PROPOSAL; ENCOURAGING THE CEO TO INVESTIGATE FURTHER ALL POSSIBLE OPPORTUNITIES TO SAVE AND RESTORE THE LAURA TRIO; AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO FORWARD THIS RESOLUTION TO THE MAYOR AND CITY COUNCIL AND OTHERWISE TAKE ALL NECESSARY ACTION IN CONNECTION THEREWITH TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION; PROVIDING AN EFFECTIVE DATE.

CEO Boyer explained that the resolution being presented included blue-lined changes on page 2 that were discussed during the Strategic Implementation Committee meeting but was not voted on to give the entire Board the opportunity to provide input. She then reviewed the changes that were made.

Board Chair Citrano gave the floor to Councilmember Carlucci to address the Board.

Councilmember Matt Carlucci suggested an additional change to the language in Section 5 of the resolution so that it removed language about withdrawing 2023-876 and shared his reasoning for the suggestion.



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Board Chair Citrano asked if removing that language would save him some time. Councilmember Carlucci responded yes and explained that the language suggests withdrawing the bill and he does not want to make that suggestion to Council.

Board Member Heavener had a question about DIA's role in deals and if removing the language creates a bypass where deals would go straight to City Council. CEO Boyer response was no, and then explained her answer.

Board Member Krechowski read aloud his suggested changes to sections 5 and 6 of the resolution.

Jason Gabriel, Developer, read aloud a proposed amendment to section 4 of the resolution and then explained his why.

John Sawyer explained that the proposal came with an unconditional guarantee, but that was just one of the major concerns. He also reminded the Board that a motion was needed on the resolution before amendments could be suggested.

Motion: Member Krechowski motioned to approve the resolution.
Seconded: Member Wohlers seconded the motion.

Board Chair Citrano called for a motion on the amendments to the resolution.

Motion: Member Krechowski motioned to approve the amendments to sections 4, 5, and 6.
Seconded: Member Wohlers seconded the motion.

Board Member Powers asked if a section 7 was being added due to the suggested amendments and Board Member Krechowski response was yes.

Board Chair Citrano called for a vote on the amendments to the resolution.

Vote: Aye: 5 Nay: 0 Abstain: 1

Board Member Fetner suggested changing the words "willing to discuss" to say "willing and able to evaluate" instead in section 6 of the resolution.

Motion: Member Fetner motioned to approve a 2nd amendment to section 6.
Seconded: Member Krechowski seconded the motion.

Board Chair Citrano called for a vote on the 2nd amendment to the resolution.



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Vote: Aye: 5 Nay: 0 Abstain: 1

Board Chair Citrano called for a vote on the twice amended resolution.

Vote: Aye: 5 Nay: 0 Abstain: 1

MOTION PASSED UNANIMOUSLY 5-0-1

IV. ADJOURNMENT

Seeing there were no further questions and comments, Board Chair Citrano adjourned the CRA meeting at 3:17 PM.

The written minutes for this meeting are only an overview of what was discussed. For verbatim comments of this meeting, a recording is available upon request. Please contact Ava Hill at avah@coj.net to acquire a recording of the meeting.

TAB III.C.i

RESOLUTION 2024-05-03 BABY GOT BRUNCH

RESOLUTION 2024-05-03

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) ACTING AS THE NORTHBANK COMMUNITY DEVELOPMENT AGENCY (“GRANTOR”) APPROVING THE AWARD OF A RETAIL ENHANCEMENT PROGRAM GRANT TO BABY GOT BRUNCH, LLC (“BABY GOT BRUNCH” OR “GRANTEE”), TO ESTABLISH A FOOD AND BEVERAGE BUSINESS IN A PROPERTY OWNED BY THE APPLICANT LOCATED AT 610 NORTH JULIA STREET JACKSONVILLE FL 32202; AUTHORIZING THE CEO OF THE DIA TO NEGOTIATE A GRANT AGREEMENT (FORGIVABLE LOAN SECURED BY A NOTE); AUTHORIZING THE DIA CEO TO EXECUTE SUCH AGREEMENTS; AND FINDING THAT THE DEVELOPMENT PLAN IS CONSISTENT WITH THE DIA’S BUSINESS INVESTMENT AND DEVELOPMENT PLAN, INCLUDING THE NORTHBANK CRA PLAN (“BID PLAN”) AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the DIA is authorized to utilize the Northbank Tax Increment District funds, in accordance with the CRA Plan, to foster the redevelopment of the Downtown Northbank Community Redevelopment Area; and

WHEREAS, Grantee submitted an application to the DIA under the Basic Retail Enhancement Program (“REP) to facilitate the development of a restaurant and bar establishment in the NorthCore neighborhood of Downtown Jacksonville; and

WHEREAS, the application was reviewed by the DIA staff and found to be consistent with program guidelines, the BID Plan and CRA Plan for Northbank; and

WHEREAS, maximum funding under the Basic REP program is limited to the lesser of 50% of eligible development costs or \$20 per square foot of eligible space, and

WHEREAS, proposed maximum REP funding for the Grantee is based upon the \$20 per square foot of eligible space approach; and

WHEREAS, to assist Grantee with build out costs for the purpose of establishing the Players Grille (“the Project”) the DIA proposes to provide a Grant (forgivable loan secured by a note) in an amount not to exceed NINETY-SIX THOUSAND SIX HUNDRED TWENTY DOLLARS and 00/100 (\$96,620.00) to the Grantee; and

WHEREAS, the financial assistance to the Project will be in the form of the proposed terms and incentives on the Term Sheet, attached as Exhibit A to this Resolution; and

NOW THEREFORE, BE IT RESOLVED, by the Downtown Investment Authority:

Section 1. The DIA finds that the recitals set forth above are true and correct and are incorporated herein by this reference.

Section 2. The DIA hereby approves the award of a Retail Enhancement Grant in the amount of \$96,620.00 from the Downtown Northbank TID to the Grantee to be provided in accordance with the term sheet attached hereto as Exhibit A.

Section 3. The Chief Executive Officer is hereby authorized to negotiate and execute the contracts necessary to document this approval and otherwise take all additional actions necessary to effectuate the purposes of this Resolution.

Section 4. The Effective Date of this Resolution is the date of execution of this Resolution by the Chair of the DIA Board.

WITNESS:

DOWNTOWN INVESTMENT AUTHORITY

Witness

James Citrano, Chairman

Date

VOTE: In Favor: _____ Opposed: _____ Abstained: _____

Exhibit A:

**BASIC RETAIL ENHANCEMENT PROGRAM GRANT
TERM SHEET**

**Baby Got Brunch LLC
610 N Julia Street
Jacksonville FL 32202**

Project Name:	Baby Got Brunch
Applicant/Grantee:	Baby Got Brunch, LLC Marcus Stroud, Owner
Total Build Out Costs (estimate):	\$763,485
Total Eligible Costs (Build out only):	\$581,056
Eligible Funding:	\$ 96,620

Project: Tenant improvements for an approximately 4,800 square foot brunch themed restaurant located in the NorthCore District of the Northbank CRA. The property is owned by the applicant through MS Real Estate Ventures, LLC, -and is a commercial condominium space attached to 311 W. Ashley, also known as City Place Condominiums. Baby Got Brunch will be the sole tenant of the single story attached building.

To be eligible for total loan forgiveness, the applicant is required to remain in business in the location at these service levels for a minimum of three (3) years.

City Funding: No more than **\$96,620**, through the Northbank CRA, as follows:

Basic Retail Enhancement Program Grant: \$96,620 from the Retail Enhancement Program funding of the Northbank CRA. The award will be structured as a forgivable, 0% interest grant (forgivable loan secured by a note) that will be forgiven and reduced at a rate of approximately 33.33% per year on each anniversary of the Loan Disbursement Date following closing for three (3) years so long as no event of default exists.

The Applicant acknowledges that these Grant funds are awarded and shall be used in compliance with the Basic Retail Enhancement Program guidelines.

Minimum Capital Contribution:

- A) The minimum total capital contribution through completion to remain eligible for the Basic REP Grant is \$581,056 and listed in Figure 1 below. Such costs will exclude soft costs such as General

Conditions, General Requirements, Overhead, Insurance, and similar expenditures not contributing to the hard costs of construction.

- B) The total minimum construction costs shall also exclude costs incurred for furniture and any equipment not affixed to the property. Any equipment affixed to the property included in this total must remain on the property through the compliance period of the forgivable loan agreement.

Performance Schedule:

- A) Redevelopment Agreement to be executed within six (6) months of the DIA Board Approval Date which shall establish the Redevelopment Agreement Effective Date.
- B) Commencement of Construction: Within three (3) months following the Redevelopment Agreement Effective Date, Applicant commits to Commencement of Construction, meaning receipt of all required approvals, permitting, and closing on all required financing to allow the start of construction activities and has actually commenced buildout type work.
- C) Substantial Completion: Within twelve (12) months following the Commencement of Construction Date, as defined above, Grantee shall provide evidence of completion of construction, payment of all subcontractors, material providers, and laborers, and receipt of licensing necessary to conduct the business as outlined in the application submitted.
- D) The DIA CEO will have the authority to extend this Performance Schedule, at the CEO's discretion, for up to three (3) months for good cause shown by the Applicant. Any extensions to the Commencement Date shall simultaneously have the same effect as extending the Completion Date.

Additional Commitments:

- 1. Applicant shall establish business operations following the description as outlined in the application and as Project above. The build out shall be materially consistent with the renderings and images included below in Figure 2.
- 2. All rehabilitation work and design features must comply with all applicable city codes, ordinances, the established Downtown Development Review Board Guidelines and the Downtown Zoning Overlay.
- 3. Personal Guaranty of payment and performance obligations in the event of default to be provided by Marcus Stroud on behalf of the Tenant.
- 4. Per Basic REP guidelines, the award will be structured as:
 - a. Zero-interest, Grant agreement, payable upon Substantial Completion of the work and receipt by DIA of invoices for goods and services rendered and proof that recipients paid for such goods and services.
 - b. No interest shall accrue upon the principal of the total grant amount, with the principal forgiven monthly in equal amounts monthly over a three (3) year period.
 - c. The total principal balance will be forgiven and reduced at a rate of approximately 33.33% per year on each anniversary of the Loan Disbursement Date.
 - d. At the end of thirty-six months, the Grant shall be entirely forgiven on the condition that the business remains in operation as proposed, improvements are installed and

maintained in reasonably good condition, all taxes are maintained in current status with no tax certificates, and no City Code violations are incurred during the compliance period.

- e. If it is determined that the recipient(s) is in default, full payment of any unamortized balance remaining on the grant may be demanded.

Conditions:

This Term Sheet is limited by the following conditions:

A) Prior to funding:

1. Applicant to provide evidence of Substantial Completion, as required above: and,
2. Downtown Investment Authority to receive copies of any necessary permits, invoices, cancelled checks or documentation from other methods of payment, and other items as may be requested by the DIA in its sole discretion as evidence of eligible expenditures materially consistent with the budget presented as Figure 1; and

B) Throughout the Compliance Period:

1. Continuing operation of the Project as a restaurant as found in the business plan submitted with the application is required during the term of the agreement; and
2. Annual financial summary and reporting is required to demonstrate compliance with terms and conditions as approved; and
3. The Project will maintain not less than two full-time employees throughout the term of the agreement.
4. There may be additional terms, conditions, rights, responsibilities, warranties, and obligations for both parties which shall be determined in a later negotiated mutually agreeable written contract.

Figure 1 – Construction Budget as Submitted:

	All Build-out Costs	Eligible?	Non-Eligible	Eligible
General Conditions	\$ 51,440.00	n	\$ 51,440.00	\$ -
General Requirements	\$ 5,401.00	n	\$ 5,401.00	\$ -
Demolition	\$ 22,000.00	y	\$ -	\$ 22,000.00
Concrete	\$ 18,550.00	y	\$ -	\$ 18,550.00
Metal Framing & Structural Steel	\$ 17,225.00	y	\$ -	\$ 17,225.00
Thermal	\$ 12,240.00	y	\$ -	\$ 12,240.00
Doors & Windows	\$ 12,550.00	y	\$ -	\$ 12,550.00
Finishes	\$ 96,881.00	y	\$ -	\$ 96,881.00
Mechanical		y	\$ -	\$ -
Plumbing	\$ 96,302.00	y	\$ -	\$ 96,302.00
HVAC (includes exhaust hood install)	\$ 143,292.00	y	\$ -	\$ 143,292.00
Sprinkler System	\$ 13,221.00	y	\$ -	\$ 13,221.00
Electrical		y	\$ -	\$ -
Electrical gear/wiring & power distribution (includes light package)	\$ 140,250.00	y	\$ -	\$ 140,250.00
Fire Alarm System	\$ 8,545.00	y	\$ -	\$ 8,545.00
General Contractor Admin & Overhead	\$ 32,427.00	n	\$ 32,427.00	\$ -
General Contractor Insurance Expense	\$ 10,885.00	n	\$ 10,885.00	\$ -
General Contractor Profit/Fee	\$ 82,276.00	n	\$ 82,276.00	\$ -
	\$ 763,485.00		\$ 182,429.00	\$ 581,056.00

Figure 2 – Renderings and Floorplan as Submitted:



SUPPLEMENTAL INFORMATION

RESOLUTION 2024-05-03 BABY GOT BRUNCH STAFF REPORT



Downtown Investment Authority

DIA CORE RETAIL ENHANCEMENT PROGRAM

“Baby Got Brunch”
610 N Julia Street 32202
Baby Got Brunch, LLC
May 9, 2024

Project Name/Location:

Baby Got Brunch
610 N Julia Street

Applicant:

Baby Got Brunch, LLC (“Tenant”)
Marcus Stroud, Managing Member

Project Location:

610 N Julia Street
Jacksonville FL 32202

Total Build Out Costs (estimate):

\$763,485

Total Eligible Costs (estimate):

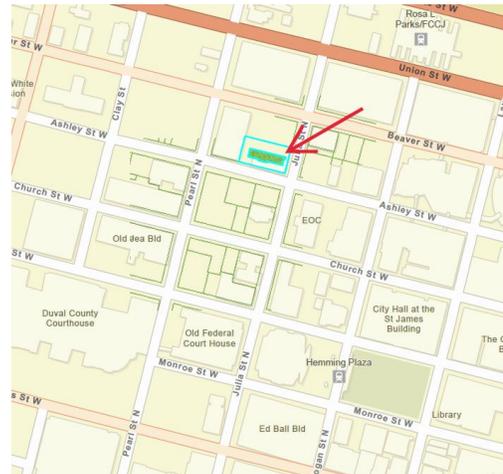
\$581,056

Eligible Funding:

\$ 96,620 16.6% of eligible costs

Project Description:

The applicant, Mr. Marcus Stroud through MS Real Estate Ventures, LLC, is the principal owner of the one-story building located at 610 North Julia Street (RE# 073903 0032) in the NorthCore neighborhood within the Northbank CRA of Downtown Jacksonville which is within the Basic Retail Enhancement Program boundaries. The single story approximately 5000 square foot building is part of the larger Residences at City Place condominium complex also known as 311 Ashley.





Mr. Stroud, also the tenant, will be renovating the space to develop and operate a restaurant called Baby Got Brunch, in reference to his nickname as a former NFL player and the style of the restaurant and menu. While it will open focused on brunch, the venue's menu will expand as the neighborhood and the nearby proposed Pearl Street District does.

The business plan calls for Brunch fare with unique cocktails served all day in an inviting and contemporary environment designed for groups to gather. The renderings show approximately 80 seats in chairs and booths, another 14 bar stools, a stage area that doubles as extra seating when not in use and a private room that opens to the bar and stage area.

Business Plan Summary:

This is the first restaurant concept for Mr. Stroud who is working closely with seasoned restaurant consultant, the Mox Group, to provide design, operational and hiring consultation. The restaurant will have a brunch focused menu, which is a growing trend in US dining. There will also be sandwiches and salads to appeal to the Downtown office crowd during the week. Baby Got Brunch will have a full bar with creative brunch themed cocktails, wine and beer.

Key Personnel/Project Development Team:

Marcus Stroud:

Jacksonville resident and former Jacksonville Jaguar, Baby Got Brunch is the culmination of a years long study and research of the restaurant business.

The Mox Group:

Restaurant Consultation; Licensing and Permitting Assistance; Staffing and Concept Launch

Avant Builds:

Contractor

Additional Management and staff:

Baby Got Brunch has hired Mox Group Restaurant Startup Solutions to assist in hiring a management team. The Mox team has firsthand experience with owning, operating and

growing restaurant concepts and they work with new and existing restaurants nationwide. With the help of Mox Group, they will hire a team of highly skilled and experienced restaurant/hospitality professionals including a Managing Partner, Executive Chef and Head Bartender to collectively work together and lead daily operations.

In total, Baby Got Brunch will hire approximately 25 front and back of the house employees, including management.

Operating Plan:

The restaurant will be full service with staff taking orders at the table or bar top. As mentioned, there is a small stage to host music and comedy acts. On weekends, sporting events will be on the multiple tvs throughout the bar area. Mr. Stroud plans to be a regular fixture during operating hours to meet and greet the customers and families coming to dine. Hours of operation are as follows:

Weekly Schedule	Open	Close
Sunday	7:00 AM	9:00 PM
Monday	7:00 AM	9:00 PM
Tuesday	7:00 AM	9:00 PM
Wednesday	7:00 AM	9:00 PM
Thursday	7:00 AM	9:00 AM
Friday	7:00 AM	11:00 PM
Saturday	7:00 AM	11:00 PM

Target Market and Market Summary:

Baby Got Brunch will focus on business professionals, Gen Z, families and tourists. This central location in Downtown’s NorthCore makes it a short walk from City Hall, the State and Federal Courthouses,



State Attorney and the Fire and Rescue Department office. It is also located in the center of existing and soon to commence development in the Federal Reserve, Jones Furniture building and the Pearl Street District. A new father himself, Mr. Stroud will ensure a family atmosphere but also entice other guests with an inviting interior, delicious food and exceptional hospitality.

Baby Got Brunch will join a much smaller, fast casual seafood restaurant and Jenkins BBQ as the only current restaurant options in the NorthCore neighborhood. They will soon be joined by more because of the planned Pearl Street District which will add to the retail mix, but in the meantime Baby Got Brunch will be the only Brunch themed restaurant in Downtown and one of few open on Sunday on the Northbank.

Operating Budget:

The applicant provided three years of projected profit and loss statements. Year one projected revenue of \$950,000 is approximately \$200 a square foot, which is conservative but reasonable for an up-and-coming area. The assumed 30% for costs of goods sold and 35% for labor are industry standards and achievable for a concept focused on brunch and specialty cocktails – two profitable segments of the restaurant business. Being an owner operator also creates flexibility in rent if needed as the business gets started.

Property Consideration and Development Budget:

The property at 610 North Julia is a 4831 square foot, single-story office/retail condominium connected to the City Place Condominium tower at 311 West Ashely Street. It is across the street from the Porter House Mansion and the southernmost property of the proposed Pearl Street District, which will eventually surround the property. Most recently, the space was a coffee shop and co-workspace. Mr. Stroud purchased the property in 2022 with the plan to renovate it for restaurant use. There is ample sidewalk space for outdoor seating.

The construction budget alone is \$763,485 with a majority of it being eligible expenses. *See exhibit B* This **does not** include other budget items like kitchen equipment, FF&E and audio visual. Those additional costs will bring total investment to over \$1Million.

Core REP Consideration:

The Retail Enhancement Program offers several funding levels based on location, and in some cases, type of establishment. Baby Got Brunch is in the Basic Retail Enhancement Area which offers eligible businesses a maximum of \$20 per square foot with the limiter being no more than 50% of eligible costs.

The eligible costs from the construction budget alone are over \$580,000 therefore the square foot calculation will be used. Accordingly, maximum funding eligibility is limited to \$72,430.

Type	Eligible Square Foot	Eligible Cost	Max Funding for BASIC REP	Total Maximum eligible funding
Basic REP	4,831 sf X \$20 sf = \$96,620	\$581,056 X .5 = \$290,528	No max	\$96,620

Scoring Rubric Recommendation:

The primary criteria for approval of any retail incentive is the feasibility of the business plan. A successful business plan will be the one that conveys the most promising combination of relevant experience, financial feasibility, product and market research, growth potential and job creation. A minimum score of 30 points out of 55 points possible is required to have the proposed project referred to the REPD Committee for funding consideration. Staff scored the application on the following categories defined in their business plan.

A. Business Plan (see point breakdown below) – (up to 40 points)

Categories	Points Available	Points scored
The plan shows good short-term profit potential and contains realistic financial projections	10	6
The business plan and financials were brief with this being the first of its kind. The projections at \$200 a square foot for sales is reasonable, though in an up and coming part of Downtown.		
The plan shows how the business will target a clearly defined market and its competitive edge	5	3
There have a specific target market and Mr. Stroud's concept and name recognition will be helpful to bringing in families and sports fans.		
The plan shows that the management team has the skills and experience to make the business successful	10	6
Mr. Stroud has no recent restaurant experience as an employee but plenty as a customer. Teaming up with the Mox Group to consult in hiring and operations is a great addition to the opening team.		
The plan shows that the entrepreneur has made or will make a personal (equity) investment in the business venture	10	8
In addition to purchasing the building, Mr. Stroud will be investing a significant amount of personal equity into the business.		
Number of FTE job positions created in excess of the required two (2) positions	5	4
Baby Got Brunch expects to hire 25 full and part-time staff members.		
TOTAL	40	27

B. Expansion of the local property tax base by stimulating new investment in existing Downtown properties (up to 5 points for properties five years and older and an additional 5 points if the

property is a historic property (local landmark status or contributing structure status) – maximum of 10 points)

Properties	Points Available	Points scored
610 N Julia Street/311 W Ashley	5	3
Historic Property	5	4
This is a quiet part of Downtown which will benefit greatly from the opening of a full-service restaurant. The entire mid-century modern building at 311 W Ashley Street, including the subject space, was constructed in 1949 and is designated as a contributing structure to the Downtown Jacksonville National Historic District.		
TOTAL	10	7

C. Expansion of the state and local sales tax base by increasing sales for new or existing shops (up to 5 points)

Expansion of sales tax	Points Available	Points scored
Bar/Restaurant	5	4
With sales expectations of approximately \$1Million, this will provide a boost to the sales tax base in an area mostly absent of retail.		
TOTAL	5	4
TOTAL	55	38

With a score of 39, the subject proposal qualifies for consideration by the REPD Committee. Staff review of the application also indicates the proposed project meets the Redevelopment Goals within Downtown Jacksonville as outlined below:

Goal 3: Increase and diversify the number and type of retail, food and beverage, and entertainment establishments within Downtown.

Goal 5. Improve the perception and reality of safety, cleanliness, and maintenance in Downtown Jacksonville for residents, workers, and visitors.

Property Tax Consideration:

Property taxes are current on the property, and the building is within the defined NorthCore neighborhood.

FAB-REP Additional Conditions:

1. No interest shall accrue upon the principal of the total REP forgivable loan amount with principal forgiven over a three (3) year period.
2. In the absence of default, the total principal balance will amortize 33% each year of the compliance period.
3. At the end of three years, the forgivable loan shall be forgiven in its entirety on the condition the improvements are installed and maintained in reasonably good condition, and no City Code violations are incurred during the compliance period.

4. If it is determined that the recipient(s) are in default, interest and full payment of the forgivable loan may be demanded, subject to applicable cure periods.

5. Further approvals of exterior improvements may be required by the Downtown Development Review Board.

See the Term Sheet, Exhibit A to Resolution 2024-05-03, for additional information on proposed terms and conditions.

EXHIBIT A. – Proposed Menu

BABY GOT BRUNCH
EST 2024
MENU

MAIN DISH

STEEL CUT OATMEAL
Layered Parfait Style Stewed Fruit, Brown Sugar

SHRIMP & GRITS
Mayport Shrimp, Carolina Stone Ground Grits

BCB BURGER
Crispy Onion, Sliced Dill Pickle, Pepperjack, Smokey Aioli

SUNS OUT BURGER
Fried Egg, Crispy Potato Sticks, Cheddar, Smokey Aioli

CLASSIC BURGER
Butter Leaf, Tomato, Thousand Island

STAY AWHILE PLATTER
Fried Chicken Thighs, Sage Sausage Links, Buttermilk Waffle, Slow Cooked Collards, Warm Cornbread, Mac n Cheese, Sauce Flight

SALADS

CAESAR
BGB COBB
QUINOA

..AND WAFFLES

CHICKEN & WAFFLES
Crisp Chicken Thighs, Hot Maple Drizzle

SHORT RIB & WAFFLES
Spoon Tender Short Rib, Fried Egg, Chive

CRISPY PORK BELLY & WAFFLES
BBQ Glazed Pork Belly, Fried Egg, Chive

SIDES

MAC N CHEESE
LOBSTER MAC N CHEESE
LARDON MAC N CHEESE
SLOW COOKED COLLARDS
CAROLINA STONE GROUND GRITS
1 BUTTERMILK WAFFLE

COCKTAILS & MIMOSAS

FULL BAR MENU INCLUDING COCKTAILS AND A VARIETY OF MIMOSAS

EXHIBIT B. – Build-out Costs

	All Build-out Costs	Eligible?	Non-Eligible	Eligible
General Conditions	\$ 51,440.00	n	\$ 51,440.00	\$ -
General Requirements	\$ 5,401.00	n	\$ 5,401.00	\$ -
Demolition	\$ 22,000.00	y	\$ -	\$ 22,000.00
Concrete	\$ 18,550.00	y	\$ -	\$ 18,550.00
Metal Framing & Structural Steel	\$ 17,225.00	y	\$ -	\$ 17,225.00
Thermal	\$ 12,240.00	y	\$ -	\$ 12,240.00
Doors & Windows	\$ 12,550.00	y	\$ -	\$ 12,550.00
Finishes	\$ 96,881.00	y	\$ -	\$ 96,881.00
Mechanical		y	\$ -	\$ -
Plumbing	\$ 96,302.00	y	\$ -	\$ 96,302.00
HVAC (includes exhaust hood install)	\$ 143,292.00	y	\$ -	\$ 143,292.00
Sprinkler System	\$ 13,221.00	y	\$ -	\$ 13,221.00
Electrical		y	\$ -	\$ -
Electrical gear/wiring & power distribution (includes light package)	\$ 140,250.00	y	\$ -	\$ 140,250.00
Fire Alarm System	\$ 8,545.00	y	\$ -	\$ 8,545.00
General Contractor Admin & Overhead	\$ 32,427.00	n	\$ 32,427.00	\$ -
General Contractor Insurance Expense	\$ 10,885.00	n	\$ 10,885.00	\$ -
General Contractor Profit/Fee	\$ 82,276.00	n	\$ 82,276.00	\$ -
	\$ 763,485.00		\$ 182,429.00	\$ 581,056.00

TAB III.C.ii

RESOLUTION 2024-05-04 30 YEAR ROI

RESOLUTION 2024-05-04

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) TO MODIFY UNDERWRITING STANDARDS AND PROCEDURES BY INCREASING THE NUMBER OF YEARS INCORPORATED INTO THE PROJECTED CITY OF JACKSONVILLE AD VALOREM TAX COLLECTION IN THE CALCULATION OF RETURN ON INVESTMENT (“ROI”) FOR HIGH RISE RESIDENTIAL AND/OR HOTEL BUILDINGS IN DEFINED CIRCUMSTANCES THE SPECIFICS OF WHICH ARE INCLUDED HERETO AS EXHIBIT ‘A’; AUTHORIZING ITS CHIEF EXECUTIVE OFFICER (“CEO”) TO TAKE ALL NECESSARY ACTION TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Downtown Investment Authority (“DIA”) has been designated by the City of Jacksonville as the Community Redevelopment Agency (“CRA”) for community redevelopment areas within the boundaries of Downtown pursuant to Ordinance 2012-364-E; and,

WHEREAS, via Ordinance 2014-0560, the City Council adopted a *Business Investment and Development Strategy* for Downtown Jacksonville (the “*BID Strategy*”), as updated and amended by Ordinance 2022-0372; and,

WHEREAS, the City of Jacksonville Public Investment Policy dated June 28, 2016, as administratively updated November 21, 2019 (the “*PIP*”), states that, “*Projects will be evaluated on whether they provide a return on investment (ROI) to the City. Projects will also be evaluated against standard underwriting criteria and an assessment of the public investment risk associated with the project.*”; and,

WHEREAS, the ROI, as outlined in the PIP, “*measures the economic benefit against the public investment for a project,*” and provides a goal to “*have the ROI on a project exceed the ratio of 1:1*”; and,

WHEREAS, Redevelopment Goal No. 2 as found in the BID Strategy charges the DIA to “*Increase rental and owner-occupied housing Downtown targeting diverse populations identified as seeking a more urban lifestyle.*”; and,

WHEREAS, among the Strategic Objectives that support Redevelopment Goal No. 2 and provide further action-oriented tasks by which the goal may be carried out include:

- Actively pursue a minimum of 8,140 built and occupied multi-family dwelling units by 2030; and strive to induce construction of 425 multifamily dwelling units per year, on average.
- Improve the breadth and diversity of housing options across Downtown to provide all types, and varied price ranges, of rental and owner-occupied opportunities, including mixed income and mixed-use structures.

- Contribute to resiliency in design and construction of new residential buildings, and flexibility in response to changing residential demand for unit sizes, home workspaces, amenities, and future conversion of parking; and

WHEREAS, the first CRA Plan Umbrella is Economic Development and in support thereof the adopted BID Plan includes a Targeted Hotel Rev Grant to encourage development of certain types of new hospitality offerings; and

WHEREAS, the underwriting protocol of the DIA heretofore has matched the number of years of projected City of Jacksonville ad valorem tax collection with the maximum payout period for a REV incentive in the calculation of ROI while benefits will continue for longer periods of time, most specifically when high rise buildings constructed of concrete, steel and similar materials are involved; and

WHEREAS, the construction cost of materials and construction techniques for high rise structures are significantly more expensive than frame construction over podium; and

WHEREAS, in order to stimulate growth in the development of high-rise, mixed-use properties constructed in compliance with the enhanced building code requirements for such structures, modification of the analytical approach to calculating the ROI following guidelines attached hereto as Exhibit 'A' is warranted to achieve the broader goals of Downtown redevelopment.

NOW THEREFORE, BE IT RESOLVED, by the Downtown Investment Authority:

Section 1. The DIA finds that the recitals set forth above are true and correct and are incorporated herein by this reference.

Section 2. The DIA hereby adopts the modification to underwriting standards and procedures in calculation of the ROI on incentives, where such a calculation is required, as set forth in Exhibit 'A' attached hereto.

Section 3. The DIA instructs its CEO to take all necessary action to effectuate the purposes of this resolution.

Section 4. The Effective Date of this Resolution is the date upon execution of the Resolution by the Chairman of the DIA.

***** SIGNATURES FOUND ON THE FOLLOWING PAGE *****

WITNESS:

DOWNTOWN INVESTMENT AUTHORITY

Jim Citrano, Chair

Date

VOTE: In Favor: _____ Opposed: _____ Abstained: _____

EXHIBIT A
Modified Underwriting Standards for ROI Calculation
High-Rise Residential and Hotel Mixed-Use Properties

Summary

To further development of high-rise residential, and certain hospitality properties, constructed of concrete, steel, and similar advanced materials and techniques, requires modification of the methodology employed in the calculation of Return on Investment (“ROI”) to recognize the long life and contribution to the City of Jacksonville’s ad valorem tax collection.

- The City of Jacksonville will benefit by having a greater number of high-rise residential and hospitality properties in Downtown Jacksonville.
- Construction materials and techniques required for the development of high-rise properties far exceed the comparative cost per square foot of mid-rise properties most commonly associated with suburban development. Our calculations indicate an increase in cost per square foot or unit of approximately 27%.
- Modification of the ROI calculation to include 30 years of incremental ad valorem to the City better aligns with the expected financial benefits of the type of development activity that qualifies for this treatment.
- The basic ROI calculation is made by dividing the total direct City revenue (generated principally through projected City ad valorem taxes) by the total maximum commitment of the City’s funding toward the project (comprised mainly of a Recapture Enhanced Value (“REV”) Grant).
- Modification to the methodology used in the calculation of the ROI to allow for 30 years would apply only to the projected City ad valorem taxes as found in the numerator of that calculation (City Benefit or Inflows).
- No change to the calculation of City payouts or maximum indebtedness would be made by this modification, and the maximum term of a REV Grant remains unchanged at 20 years and the maximum percentage paid out remains unchanged at 75%.
- Projects meeting the criteria of this methodology shall automatically qualify for a 75% REV calculation in determining Maximum Indebtedness.
- Evaluation of any other payment obligations or property transfers (City Outflows) remain unchanged from approved program or tiers approach calculations approved in the BID Plan update by Ordinance 2022-372-E.
- In all cases where the proposed methodology is utilized, the numerator would be the 30-year anticipated ad valorem (plus any other City Benefits) divided by the Maximum Indebtedness of the REV Grant with a 20-year maximum time horizon following all conventional calculation methodology, plus any other funding commitments made or the value of any property to be conveyed, as the denominator.
- ROI = City Inflows (30-year incremental City ad valorem) plus any other City benefits/City Outflows (___% of incremental City ad valorem over 20-years maximum) plus any other City commitments

Qualification Criteria- all must be satisfied.

1. Only high-rise developments within Downtown Jacksonville that are required to utilize concrete, steel, and similar advanced materials (other than wood frame) and construction techniques due to Type I or Type II fire rating considerations per State of Florida or City of Jacksonville building codes shall be eligible for this modified ROI calculation.
2. Only those buildings in a multi-building project that meet the high-rise requirement or are direct supporting uses to the high-rise such as a mid-rise garage on the same site, shall be eligible for this consideration. The costs and applicable incentive for any other buildings below 10 stories in the same project shall be calculated on a 20-year schedule.
3. Only buildings a minimum of 10 stories tall shall be eligible.
4. Buildings meeting the criteria herein must also have a minimum of five habitable stories above any garage or podium to be eligible.
5. Only projects where the high rise yields a minimum of 115 units per acre inclusive of parking, if any, shall be eligible.
6. The total project ROI must equal or exceed 1.1X coverage as defined above.
7. The total of all city Incentives may not exceed 100% of Developer's Equity. For these purposes, Developer's Equity shall be limited to:
 - a. Direct at-risk investment into the property owner entity (recipient of funding) that is put in place prior to or during the construction phase and remains in place at the time construction is substantially completed and construction debt converts to permanent debt.
 - b. May include common and preferred equity evidenced by shares of proportional ownership in the entity.
 - c. The value of any property owned or contributed to the project as part of an investment in the ownership of the property owner entity shall be given credit using the "As-is" value from an appraisal ordered, or agreed upon, by the DIA in its sole discretion, net of any associated debt or liens regardless of the obligor for such debt.
 - d. Pre-development costs incurred and paid through out-of-pocket expenditures will be considered but must be supported by documentation satisfactory to the DIA in its sole discretion.
 - e. Shall exclude equity like investments including but not limited to warrants, tax-credit equity, mezzanine financing, PACE loans, and grants or incentives provided by third party agencies of any nature including the DIA and the City of Jacksonville.
 - f. Equity shares earned through like-kind exchanges or "sweat equity" will not be considered.
 - g. This list of inclusions and exclusions to the definition of Equity, including any items specifically not captured here, is subject to revision by the DIA at its sole discretion.
8. A Completion Grant may be recommended without satisfaction of the Tiers Analysis in order to encourage high rise development, but only if there is an eligible companion REV Grant which shall have a minimum 15-year payout period included as part of the City incentive.

9. To be eligible for this methodology, properties immediately adjacent to the river, creek, or the Emerald Trail must provide a minimum 3,000 square feet of restaurant or retail space directly accessible to the public from the Riverwalk, at the street level, or on the rooftop or similar height advantaged location as approved by the RE&PD Committee and DIA Board.
10. Any completion grant may not exceed 25% of hard costs plus costs for architecture and engineering but shall not include acquisition costs and may not exceed 65% of Developer's Equity.
11. Proposed developments must adhere to all other criteria established in the BID Plan and the Downtown Overlay Zone.
12. Eligibility is limited to residential and hospitality properties including those mixed-use properties meeting the minimum requirements of the BID Plan and qualifying for REV grants under the BID Plan. Incorporation of uses other than retail or parking as a supplemental use to a primarily residential or hotel property, or combination thereof, shall not preclude use of this ROI calculation methodology unless such use exceeds 15% of total building square footage or is prohibited by the Downtown Overlay Zone Standards.

TAB III.C.iii

RESOLUTION 2024-05-05 RELATED

RESOLUTION 2024-05-05

A RESOLUTION AUTHORIZING A REDEVELOPMENT AGREEMENT BETWEEN THE CITY, THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) AND RD RIVER CITY BREWERY, LLC (“DEVELOPER”); RECOMMENDING CITY COUNCIL APPROVAL OF A REV GRANT AND COMPLETION GRANT WITH A TOTAL MAXIMUM INDEBTEDNESS OF FIFTY-EIGHT MILLION, SEVEN HUNDRED NINETY-EIGHT THOUSAND DOLLARS AND NO/100 CENTS (\$58,798,000.00); AUTHORIZING THE CEO OF THE DIA TO TAKE ALL ACTION NECESSARY TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION, INCLUDING THE EXECUTION OF A REDEVELOPMENT AGREEMENT, PURCHASE AND SALE AGREEMENT, OR FUNCTIONAL EQUIVALENTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, via Ordinance 2012-0364-E, the City Council created the Downtown Investment Authority, designating the DIA as the City’s Community Redevelopment Agency for the Southside Community Redevelopment Area and authorizing it to approve and negotiate economic development agreements and dispose of City-Owned property; and

WHEREAS, Pursuant to Resolutions 2020-10-01, 2020-11-01, 2021-01-03, and 2021-04-03 all as reflected in and authorized by Ordinance 2021-253 the City and DIA and Developer entered into a Redevelopment Agreement dated June 29, 2021, pursuant to which construction was never commenced and the agreement therefore terminated; and

WHEREAS, Developer has applied for and received conceptual and final DDRB approval for a different development design and scope to be located on their Southbank parcel, which includes a luxury high-rise ICON residential mixed-use product of approximately 390 units together with a minimum 4,000 square foot (indoor heated/cooled space) waterfront restaurant and other associated amenities (the “Project”); and

WHEREAS, the development of the Project will result in a minimum private capital investment in total development costs of TWO HUNDRED TWO MILLION SEVEN HUNDRED FORTY-SIX THOUSAND DOLLARS AND NO/100 CENTS (\$202,746,000.00); and

WHEREAS, the DIA is the Community Redevelopment Agency for the Southside Community Redevelopment Area; and

WHEREAS, the Downtown Investment Authority (“DIA”) is authorized per section 55.108 of the City Ordinance Code, to utilize the Tax Increment Finance District Trust Funds to foster the redevelopment of the Southside Redevelopment Area; and

WHEREAS, the Downtown Investment Authority (“DIA”) is authorized per section 55.108(8)-(9)(b) of the City Ordinance Code, to implement the DIA Business Investment and

Development Plan (“BID Plan”), to utilize incentives and economic development programs in furtherance of goals set forth in the BID Strategy for the benefit of Downtown Jacksonville; and

WHEREAS, Developer has applied to DIA for incentives to support the construction and operation of the Project using both the Tiers System approach and the High-Rise approach; and

WHEREAS, the proposed project advances the following BID Goals:

- Redevelopment Goal No. 2 - Increase rental and owner-occupied housing Downtown targeting diverse populations identified as seeking a more urban lifestyle.
- Redevelopment Goal No. 3 – Increase and diversify the number and type of retail, food and beverage, and entertainment establishments within Downtown.
- Redevelopment Goal No. 4 - Increase the vibrancy of Downtown for residents and visitors through arts, culture, history, sports, theater, events, parks, and attractions.
- Redevelopment Goal No. 5 - Improve the safety, accessibility and wellness of Downtown Jacksonville and cleanliness and maintenance of public spaces for residents, workers, and visitors.
- Redevelopment goal No. 6 - Improve the walkability/bike-ability of Downtown and pedestrian and bicycle connectivity between Downtown and adjacent neighborhoods and the St. Johns River.
- Redevelopment Goal No. 7 – Capitalize on the aesthetic beauty of the St. Johns River, value its health and respect its natural force, and maximize interactive and recreational opportunities for residents and visitors to create waterfront experiences unique to Downtown Jacksonville.; and

WHEREAS, the DIA is considering and has expressed its agreement in concept with a high-rise adjustment to its methodology for calculation of ROI, which will be formally considered at its May meeting; and

WHEREAS, in light of such proposed policy, DIA staff have evaluated the Developer’s incentive request using that methodology and recommended the term sheet attached hereto as Exhibit A; and

WHEREAS, the Strategic Implementation Committee of the DIA, at its meeting on May 10, 2024, recommended approval of this Resolution 2024-05-05.

NOW THEREFORE BE IT RESOLVED, by the Downtown Investment Authority:

Section 1. The recitals set forth above are true and correct and are hereby incorporated herein by this reference.

Section 2. The DIA Board hereby authorizes the CEO of the Downtown Investment Authority to negotiate the terms of a Redevelopment Agreement, Purchase and Sale Agreement, or functional equivalents, and associated agreements with Developer for the redevelopment of the Property, subject to the minimum terms and conditions contained in Exhibit ‘A’ to Resolution.

Section 3. The DIA Board hereby authorizes the CEO of the Downtown Investment Authority to initiate legislation for approval by City Council of a Redevelopment Agreement, Purchase and Sale Agreements, or functional equivalents and associated agreements in accordance with the purposes of this Resolution.

Section 4. The DIA Board hereby authorizes the CEO of the Downtown Investment Authority to take all action necessary to effectuate the purposes of this Resolution, including the execution of a Redevelopment Agreement, Purchase and Sale Agreement, or functional equivalents, providing that such actions incorporate, at a minimum, the terms and conditions contained in Exhibit 'A'.

Section 5. This Resolution, 2024-05-05, shall become effective on the date it is signed by the Chair of the DIA Board.

WITNESS:

DOWNTOWN INVESTMENT AUTHORITY

Jim Citrano, Chairman

Date

VOTE: In Favor: ____ Opposed: ____ Abstained: ____

Exhibit A

Resolution 2024-05-05

Summary of Terms and Conditions

BACKGROUND

The City of Jacksonville (“COJ”) and the Jacksonville Economic Development Council (“JEDC”) entered into a Ground Lease with Maritime Concepts, LLC (“Maritime”) as its tenant on July 31, 1998, as amended, for a term of 99 years commencing August 1, 1998 (“Ground Lease”) for the property commonly known as the River City Brewing Company and its associated parking lot (“Property”). Maritime sold its interest in the Property and all improvements to RD River City Brewery, LLC (hereafter, “Related”) including its rights in the Submerged Land Lease (“SLL”) with the State of Florida (“State”).

The Downtown Investment Authority (“DIA”) (as successor to the JEDC) and COJ approved Related’s offer to acquire the Property and construct new improvements thereon pursuant to Ordinance 2021-253 on June 8, 2021. The terms of the original Redevelopment Agreement, executed on June 29, 2021, expired on or about January 11, 2023. This Exhibit represents the basis for a new Redevelopment Agreement (“RDA”) as detailed below.

RELATED OBLIGATIONS

1. Related shall design and construct, using Type 1 or Type 2 construction materials and techniques, a mixed-use Icon product featuring a world class residential tower with no fewer than 390 units and associated amenities, a minimum 4,000 square foot (indoor heated/cooled space) waterfront restaurant open to the public with additional outdoor dining, a Ship Store and parking with approximately five-hundred fifty (550) parking spaces including thirty (30) dedicated public parking spaces for use as parking for the MOSH site or adjacent park (“Dedicated Parking Spaces”), and public realm improvements including expansion of the St. Johns River Park and Riverwalk. Related shall make a Minimum Capital Investment of \$202,746,000 (including acquisition), with a minimum Direct Development Cost of \$173,597,000, substantially as depicted in Exhibit 1 and in accordance with the final DDRB approval granted October 17, 2023 (the “Project”). The Project is anticipated to be delivered simultaneously with Riverwalk and Sidewalk improvements described herein.
2. Related shall cause the General Contractor to secure a payment and performance bond in an amount equal to the contract price and shall use commercially reasonable efforts to add COJ/DIA as an additional obligee. COJ/DIA shall bear any costs of being named as an additional obligee. Related will also provide its construction lender with a typical completion guarantee for the satisfactory completion of all the Project contemplated by the RDA, and Related shall provide the DIA with written notice of same. Related will provide COJ the Repayment Guarantee in the event that the Project is not completed by the Guarantee Date (each as defined below).

3. Related shall construct, as part of the Project, a structured parking garage on a portion of the Property with approximately five-hundred fifty (550) parking spaces including thirty (30) dedicated public parking spaces (“MOSH Parking Spaces”). Related will ensure that the Dedicated Parking Spaces shall be available for use by the general public visiting the COJ’s tenant MOSH, or use by the general public as COJ may direct. During construction of the Project, COJ shall ensure that the Dedicated Parking Spaces shall be provided under the Acosta Bridge or at some other mutually agreed upon location at their expense.
4. Related, and/or its assigns shall construct, and a professionally recognized property manager shall operate, a Ship Store with a minimum of 1,000 square feet to be located on the Property and proximate to the boat ramp as shown on the site plan. The Ship Store shall be open daily from 8am to 6pm to sell sundries, ice, and other necessities for patrons of the boat ramp during these hours for so long as the boat ramp remains in operation. Related shall spend a minimum of \$490,000 to complete the Ship Store.
5. Related shall manage and execute the re-construction of a 25’ wide Riverwalk parcel, including a minimum 16’ hardscape and additional landscaping (“Riverwalk”) within Parcel I The Riverwalk improvements, roughly 187 linear feet in length along the riverfront terminating at the circular overlook along the boat ramp after turning the corner on the west end, will include a minimum 16 foot wide paved pedestrian pathway with colorful paving patterns conforming to the Riverwalk Design Guidelines along with approximately 70% shade coverage, provided by both landscaping and shade sail elements consistent with the Riverwalk Plant palette and Riverwalk Design Guidelines. Plant material shall be irrigated to ensure viability. In addition, street furnishings including benches and trash receptacles and lighting fixtures meeting the Riverwalk Design Criteria will be included within the 25’ wide strip but not encroaching into the 16’ pathway. Signage conforming to the Riverwalk Wayfinding sign package shall be included where appropriate. The improvements will include necessary foundations, soil remediation, and other infrastructure required to install the above. The Riverwalk and Riverwalk Improvements shall be completed in accordance with plans approved by DIA, DDRB and COJ in accordance with the October 17, 2023, approval conditions and the DDRB approval prevails over any deviation found herein and once finalized shall be deemed to be consistent with the adopted Riverwalk Design Standards, and jointly agreed to by Related. The Riverwalk shall be open and available for public use and enjoyment located landward of the riverside edge of the bulkhead along the Saint Johns River and within property described in Parcel I. Once completed, COJ shall retain ownership and all maintenance obligations of the Riverwalk, including the bulkhead. COJ shall maintain the Riverwalk and bulkhead in a Class “A” condition and Related shall have the right of self-help and the ability to seek reimbursement from COJ in accordance with terms to be included in the RDA. In addition, any self-help action taken by Related, as approved by COJ, shall be deducted from the Annual Contribution.
6. Related shall manage and execute the re-construction of a sidewalk running southward from the circular overlook along the boat ramp consistent in width with final plans approved by DDRB on October 17, 2023 but with no less than 7 feet of clear pedestrian zone at any point (to be legally described) available for public use and enjoyment (“Sidewalk”) located landward of the riverside edge of the bulkhead adjacent to, and just east of, the boat ramp (to be legally described) that

connects the Riverwalk to the boat ramp along and within the western boundary of the property described as Parcel C.

7. Upon execution of the RDA, Related, DIA and COJ shall enter into documents terminating all easements and other ancillary agreements (except deeds) that were executed as part of the closing, or pursuant to, the June 29, 2021, Redevelopment Agreement.
8. Once the Project is completed, Related shall deed an approximately 4,201 square foot parcel, located adjacent to and south of the former Parcel B, to COJ to permit the expansion of St. Johns River Park and Friendship Fountain. Related shall also dedicate an easement for an approximately 400 square foot parcel to be used for the potential future fuel tank location as depicted on the Site Plan. Such easement will remain in place so long as fuel is being offered for sale to public boaters at the marina, with such decision as will be made by the City of Jacksonville in its sole discretion.
9. Related agrees to pursue all approvals with commercially reasonable efforts and to meet the following Performance Schedule:

FINAL DESIGN	to be completed one hundred eighty (180) days after the execution of the RDA or thirty (30) days after the Certificate of Completion is issued for the Bulkhead Project, but no later than May 30, 2025.
PERMITTING	to start sixty (60) days after Final Design is completed, but to be completed no later than July 31, 2025.
COMMENCE CONSTRUCTION	to start one hundred twenty (120) days after Permitting is completed.
COMPLETE CONSTRUCTION	forty (40) months after Commencement of Construction, but no later than April 30, 2029

In the event Related fails to meet the Construction Completion deadline above, subject to extensions for items outside Related's control (including any default by Related's General Contractor), the REV Grant shall be reduced by 5% for every two (2) month delay and forfeited if construction is not completed within two (2) years of the established completion date, as may be extended. If the Rev Grant is forfeited pursuant to the immediately preceding sentence (the "Guarantee Date") then the City may exercise Related's corporate repayment guarantee which will cause the repayment to the City those portions of the Completion Grant released from escrow to Related and the escrow agent will refund the City the balance of funds in the escrow account (the "Repayment Guarantee"). Related shall be entitled to extensions of the above deadlines for force

majeure or delays caused by COJ or the inaction of COJ. In addition, the outside dates contemplated in the timeline above assume Bulkhead Project will be completed by December 31, 2024. Related shall be entitled to a day-for-day extension for all subsequent deadlines if the Bulkhead Project is not completed by December 31, 2024. As is customary, the CEO of DIA shall have the authority to grant extensions of the Performance Schedule not to exceed six (6) months in the aggregate. The DIA Board may grant additional extensions of the Performance Schedule not to exceed an additional six (6) months in the aggregate.

INCENTIVES

1. DIA to provide a 75% REV Grant for the Project for fifteen (15) years, or the expiration of the Southside CRA, whichever occurs first unless COJ assumes the Southside CRA obligations (the "Rev Grant Period"). The Maximum Indebtedness for the Multifamily REV Grant shall be \$19,798,000.
2. DIA to request that COJ provide Related a completion grant in the amount of \$39,000,000 ("Completion Grant").
3. Upon Related's submittal of its application for building permit the DIA will work with the City to escrow the full amount of the Completion Grant, in a manner sufficient to satisfy Related's lenders. All interest on funds held in escrow shall be the exclusive benefit to the City of Jacksonville only.
4. The full amount of the Completion Grant will be made available for construction funding after the project commences vertical construction, with the first draw made on a pari-passu basis with the Senior Construction Lender simultaneous to its first draw payment. Thereafter, the Completion Grant will be funded on a pari-passu basis with the Senior Construction Lender, with payments made on a semi-annual basis (no more than a single payment made by COJ in any six month period). However, pari passu calculations for City funding requests shall be based on actual payments made by the Senior Construction Lender, as supported by draw requests, inspection reports from a third-party inspector and the architect's certification of progress made or materials delivered, in proportion to the initial construction loan commitment of the Senior Commercial Lender. Any protective advances required at any point during the Construction Phase shall be the sole requirement of the Senior Lender.
5. If the Project is not completed by Guarantee Date, then the Completion Grant repayment shall be secured by (i) the Repayment Guarantee and (ii) adding the City as an additional insured on Related's builders risk policy for the Project, subordinate to the lender's interest. The City will receive a copy of the bank draw and bank inspector's report with the monthly draw requests to the escrow agent. Upon Related obtaining a CO for all residential units in the Project then the obligations under the Repayment Guarantee shall have been fully satisfied and the Repayment Guarantee shall terminate and all obligations thereunder will expire and the balance of the Completion Grant escrow will be released to Related.
6. Consistent with and pursuant to Chapter 55, Part 2, *Ordinance Code*, Developer may apply for and upon approval of such application and payment of the applicable fee the City shall convey any Water Quality Compensatory Credit(s) as necessary for the construction of the Improvements in accordance with this Agreement.

COJ BULKHEAD RECONSTRUCTION

There currently exists a bulkhead along the northern boundary of the Property (“Bulkhead”). COJ has agreed to reconstruct the Bulkhead consistent with current resilience recommendations (“Bulkhead Project”). COJ shall maintain the Bulkhead, in a Class “A” condition. In the event the Bulkhead is not maintained by COJ, Related shall have the right of self-help and the ability to seek reimbursement from COJ all in accordance with terms to be included in the RDA. Any self-help action taken by Related, as approved by COJ, shall be deducted from the Annual Contribution (as defined below).

ADDITIONAL RELATED COMMITMENTS SUMMARY

Related agrees to fund the following additional commitments in conjunction with the development proposal:

1. Approximately \$490,000 to complete the Ship Store, which shall provide restroom facilities for boaters and shall remain in operation so long as the Marina or Boat Ramp are in operation.
2. Approximately \$250,000 of the costs to construct the Riverwalk above standard requirements.
3. \$319,200 which represents the value of the land just south of the former Parcel B to expand St. Johns River Park and Friendship Fountain (4,201sf x \$76/sf)
4. \$30,400 the value of the land subject to an easement for the fuel tanks (400sf x \$76/sf)
5. Related will provide a minimum of approximately \$98,117 per year during the Rev Grant Period, but not to exceed 30 years, (escalated at 2% annually) for contract maintenance services to maintain St. Johns River Park and Friendship Fountain above the standard maintenance obligations of COJ, the first contribution will be not later than the calendar year after the Project receives its final CO (“Annual Contributions”).
6. Any self-help action taken by Related, as approved by COJ, shall be deducted from the Annual Contributions.

ADDITIONAL REQUIREMENTS:

COJ/DIA shall grant to Related a right of first refusal (“ROFR”) for a period of ten (10) years from the Effective Date of the RDA to purchase the MOSH site in the event such site is made available for private commercial redevelopment to be more fully defined in the RDA. The ROFR shall require Related to match not only the cash purchase price to be paid for the land but also to commit to construction of commercial improvements of equal value and similar use as to that proposed, on the same or shorter performance schedule, resulting in a similar tax revenue to COJ. Such right of first refusal shall not be applicable to any sale, lease or redevelopment for civic use, park space or other use in which the public is invited to visit such as a museum, aquarium, gallery, etc. The CEO shall be authorized to further negotiate the terms of the ROFR with Related and shall bring any material changes to the Board for approval. The ROFR shall terminate at the earlier of a sale of the property or the 10th Anniversary of the Effective Date of the RDA.

EXHIBIT 1 – SITE PLAN AND ELEVATION

- 1 Planted entry median
- 2 Riverwalk trail connection
- 3 Entry court
- 4 Arrival / Drop-off
- 5 Riverwalk waterfront promenade w/ seating
- 6 Overlook w/ shade sail canopies
- 7 Resort style pool w/ sun shelf
- 8 Beach club w/ fire pit
- 9 Restaurant patio
- 10 Summer kitchen / stand up board storage
- 11 Informal social space with hammocks and outdoor movie screen
- 12 Florida-Friendly riverwalk landscape
- 13 4' aluminum picket fence
- 14 Reconfigured boat ramp access
- 15 Streetscape (Riverplace Blvd. design palette)
- 16 Project monument sign
- 17 Riverwalk connection -Covered walkway to restaurant
- 18 Boat ramp
- 19 Leasing office
- 20 Water feature
- 21 Courtyard south
- 22 Access ramp
- 23 Garage entry
- 24 Public restaurant access
- 25 Spa
- 26 Flex / Yoga lawn
- 27 Fuel tanks
- 28 Transformer
- 29 Dock master/ Marina store
- 30 Service/ Back of house





East Elevation



West Elevation

SUPPLEMENTAL INFORMATION
RESOLUTION 2024-05-05 RELATED STAFF REPORT

DOWNTOWN INVESTMENT AUTHORITY

THE RELATED GROUP

SIC STAFF REPORT

May 10, 2024

Applicant:	RD River City Brewery, LLC
Total Development Costs (as presented):	\$202,746,000
Direct Development Cost:	\$173,597,000
REV Proposed:	\$19,798,000
REV Structure:	75% / 15 Years
Completion Grant:	\$39,000,000
Completion Grant Structure:	Funded During Construction

Background

In August 2021, The Related Group, through its single purpose entity (SPE), RD River City Brewery, LLC, took ownership of the City-owned property formerly occupied under a ground lease with COJ by the River City Brewing Company as authorized by Resolution 2020-11-01. The site is located along the St. John’s River at the southern end of the Acosta Bridge adjacent to the St. John’s River Park, Friendship Fountain, and MOSH. Conveyance of the property was accompanied by the approval of a Redevelopment Agreement as approved and modified by Resolutions 2021-01-03, and 2021-04-03, as reflected in and authorized by Ordinance 2021-253-E. Although that Redevelopment Agreement was entered into, and the site was demolished, including the marina due to significant disrepair, no further development activity ensued, as the cost of construction and cost of capital were escalating aggressively following the impact of the pandemic on supply chains, labor markets, and capital markets.

As originally proposed, Related was to construct an 8-story 328-unit multifamily complex, with a 511-space attached parking garage, and a pad reserved for a future restaurant site of approximately 3,200 square feet with roughly 1,000 square feet indoors and 3,500 square feet outdoors.

Current Project Proposal

Related has returned with a much more ambitious development proposal that is more impactful on Jacksonville’s Southbank riverfront and skyline (See Exhibit 1). The development project proposed will be included in the Related Group’s exclusive Icon, high-end multifamily portfolio. Features of the new design include:

- 25-story main tower with eight stories of residential units along Museum Circle on the south side of the garage.
- Not less than 390 luxury units with balconies and terraces with the proposed unit mix to include:
 - 8 Studios – 569 avg square feet
 - 174 1-bedroom units – 774 avg square feet
 - 163 2-bedroom units – 1,143 avg square feet
 - 48 3-bedroom units – 1,521 avg square feet

- Minimum 4,000 square foot restaurant integral to the building, facing the St. John’s River, with two-story ceiling height.
- Nine-story parking garage wrapped on the first two floors by utility rooms and screened on floors above.
- 1,000 square foot Ship’s Store
- Shade sails, benches, bike racks, light fixtures along the Riverwalk and waterfront promenade
- Expanded features and amenities for residents proposed to include:
 - Water feature adjacent to the Riverwalk
 - Beach club with fire pit
 - Spa
 - Resort style pool with sun-shelf
 - Social space with hammocks and outdoor movie screen
 - Flex/yoga lawn
 - Fitness center
 - Media Room
 - Clubhouse
 - Kayak Storage

There were a number of land swaps and concessions agreed to by the previous property disposition that are not impacted by the subject request. However, a component of this proposal provides for Related to contribute a parcel of approximately 4,200 square feet along the eastern edge of the site to the City which will expand the St. John’s Park space along its western edge.

The incentive funding request from Related was initially submitted and reviewed following the Tiers System approach as provided in the DIA BID Plan. Because the DIA was simultaneously considering a revision to methodology that would incentivize development of high-rise properties, recognizing the additional upfront costs and long-term benefits to the City associated with such development activity, DIA staff took this opportunity to test considerations being made through the newly proposed underwriting methodology. The new approach was determined to provide benefits to the City commensurate with the Tiers System approach while minimizing unnecessary complexity and ongoing administrative burdens and is therefore the approach incorporated in development of this resolution and term sheet as explained more thoroughly within this staff report. Should the DIA Board not approve the 30-year methodology, this development proposal will be brought using the Tiers System approach in an upcoming Board meeting.

Marina:

The original approval provided that following Related’s buyout of the Maritime lease and transfer of property interest from the City the City would enter a new submerged land lease (SLL) with the State. However, the State will not enter a SLL until the marina has been designed, which has not yet been started. Bulkhead work at this site is currently underway, and Related remains committed to working with the City on marina design, development, and operation; however, those agreements and the respective responsibilities will be negotiated outside of the proposal presented at this time.

It is agreed by both parties that a substantial number of slips to provide public boater access to the restaurant, Riverwalk, and park will be integral to those negotiations (twenty slips were dedicated to public use in the original agreement). Related maintains a strong interest in providing a number of slips, yet to be determined, for the

benefit of residents of the property as an added selling feature. Fuel will also be brought back to the marina with access from the river to serve the local boating community. Beyond these broad discussion points, no commitments have been made relating to the marina at this time. However, it is expected that SLL agreements with the State and the redesigned marina will be negotiated to be built simultaneously with the overall project, following completion of the bulkhead work currently underway.

The Developer

The Related Group is considered one of the premier developers based in Florida, with focus on the southeast Florida and central gulf coast markets. With more than 40 years in business, Related has built and managed more than 100,000 residences totaling more than 17 million square feet and has sold properties valued at more than \$50 billion.

From the company's website, *"Since 1979, Related Group has enhanced skylines with iconic developments characterized by innovative design, enduring quality, and inclusive living. Through groundbreaking partnerships with world-renowned architects, designers, and artists, Related has redefined urban environments on a global scale, fostering distinctive, dynamic communities and symbolic landmarks that have become sources of local pride."* This development represents the first for Related in Jacksonville, although the company has expressed interest in following this project with more development in the NE Florida market.

Jorge M. Pérez - Chairman and Chief Executive Officer: In 1979, Mr. Pérez founded Related Group with New York builder Stephen M. Ross. Mr. Pérez built his fortune by building and operating low-income multifamily apartments across Miami before branching off into rental apartments and becoming one of the most prolific high-rise condo builders in the Southern United States. During his career, Mr. Pérez has developed or managed more than 90,000 residences, most of which are located in South Florida.

Steve Patterson - President, Chief Executive Officer: Mr. Patterson's 30 years of industry experience has included ownership and management positions in the development, investment syndication, asset management, property management, and construction fields. These activities included multifamily, office, retail, condo conversion and hotel properties, primarily in the southeastern U.S. His track record of profitable real estate investment ventures is valued at over \$2 billion.

Matt Flowers – Executive Vice President and Senior Investment Officer: Mr. Flowers oversees all investments for the multifamily and commercial real estate divisions, with a focus on national markets. He leads the market research, underwriting, acquisitions, project management and asset management for Related Development, Related's market-rate rental division. Prior to Matt's tenure at Related, he served as Associate Vice President at Colony Capital, focusing on portfolio management; and before that, oversaw development analysis at ZOM, Inc.

Jeffrey Robbins – Vice President/Development: Mr. Robbins is responsible for Related's Central Florida development portfolio. He is skilled at leveraging the firm's core strengths and resources, while assembling top-performing, multi-disciplined teams capable of executing multiple projects simultaneously. Strong operational, financial and development management skills with a history of reducing overall project costs and development timetables while increasing net operating income and achieving some of the lowest overall capitalization rates for projects developed in Central Florida.

Operating Budget:

Rents at the luxury multi-family complex are targeted to range between \$3.13 psf for 3-bedroom units (approximately \$4,320 monthly) to \$3.95 psf for Studio units (approximately \$2,247 monthly). This rental range is 10-25% higher than rents proposed on other recent development plans reviewed by the DIA. Parking, utility

reimbursement, and other income add as much as \$218 per unit per month. These measures along with increased unit count and retail square footage increase the stabilized pro forma Effective Gross Income from \$8.2 million, as projected in 2021, to \$14.8 million, an increase of 80.4%. Inclusive of the REV grant offset to property taxes, pro forma Net Operating Income is forecast at 82.5% above previous models, an increase from \$5.7 million to \$10.4 million.

Development Budget:

Given the significant redesign of the property to employ construction materials and techniques to allow for high-rise construction, total development cost increased from \$99.2 million as previously approved, to more than \$202.5 million. The substantial change is centered principally in the hard construction costs and costs of architecture and engineering, which combined increased from \$76.3 million to \$158.8 million. This is an increase of 108.1%, while the unit count has risen by only 18.9%. The difference, however, is a combination of the improved high-rise development design and construction techniques that provide intrinsic value to the City beyond the additional residential units, inflation in construction costs, increased property features and amenities, and a larger garage component.

REV Grant:

- With these changes, the City portion of the incremental ad valorem tax revenue over twenty years, net of the 4% annual early payment discount, is projected to increase from \$17.4 million as originally approved, to \$37.3 million. The additional \$19.9 million in incremental ad valorem over that 20-year period represents an increase of 114.5%.
- Further, the additional ten years of property life, years 21-30, are projected to provide more than \$25 million incremental ad valorem during that period alone. The combined total of *additional* incremental ad valorem over the most recent analysis and approval totals \$44.9 million.
- The REV Grant payout period is 15 years, to meet parameters established in support of the Completion grant proposal (as detailed further below).
- A 75% REV payout for 15 years on the subject development establishes the REV Maximum Indebtedness at \$19,797,630.
- With total estimated incremental ad valorem estimated at \$62,364,000, the additional benefit to the City from this source totals \$42,566,370.

Capital Stack and Completion Grant:

Pro forma NOI, used as a proxy for free cash flow, would service approximately \$102.4 million in debt at a 7.5% rate and amortization period of 360 months assuming a 1.20X debt service coverage requirement. With total development cost projected at \$202.7 million, a minimum of \$100.3 million in additional capital would be required to fund the development, whereas the residual NOI after debt service is insufficient to attract investor capital of that amount with the given risks of a project of this nature. Given these project parameters, a gap in the capital stack of \$39 million is calculated, \$4 million of which would be used to minimize interest carry during construction, and the remaining \$35 million would be deployed in other hard and soft development costs.

If approved, the City funding of \$39 million would be funded through the construction period and administered by the Senior Construction Lender, piggybacking on the construction loan administration procedures of draw request processing and inspections, unavailable in the City. To further minimize administrative burden on the City, funding would be limited an initial draw when the Senior Lender makes its initial funding advance and subsequent City funding would be made no more frequently than once every six months *pari passu* with the proportion of the

Senior Lender’s commitment it had funded during that six month period. Before the Senior Lender or the City will advance funds into the development, the Developer is required to demonstrate its injection of \$67 million equity into the project.

ROI:

As shown by the summary captured below, the ROI for the development incorporating the 30-year methodology is estimated at 1.13X.

PROJECT NAME:		Jacksonville Brewery	
DEVELOPER:		RD River City Brewery, LLC	
\$202.7 Million in Capital Expenditures			
Ad Valorem Taxes Generated			
Incremental County Operating Millage (30 year projection, 2% growth)	(1)	\$ 62,364,000	
Local Option Sales Tax	(2)		
Payroll	(3)		
MOSH Parking Spaces (30 x \$25,000/space)	(4)		
Add'l Benefits Provided (Parcels B/D, Riverwalk improvements)	(5)	\$ 4,330,000	
Total City Expected Benefits			\$ 66,694,000
Total City Investment	(6)		\$ 58,803,000
Return on Investment Ratio (30-Year)			1.13
(1) - The investment from the Company is estimated to be \$173.6MM in eligible Capital Contribution for development			
(2) - Local Option Sales Tax is based on the revenue generated through retail sales, food and beverage, and commercial leases.			
(3) - Job estimates are calculated at # of jobs * avg. wage. Assumes 20% spent locally and a 1 percent sales tax over 20 years.			
(4) - Cost of MOSH parking spaces included in project			
(5) - Value of any additional contribution being made for the benefit of the city in consideration of the incentive			
(6) - City Incentives as follows:			
REV			\$ 19,798,000
REL to receive a Parcel for a sign placement	158	\$30.00	\$ 5,000
Completion Grant			\$ 39,000,000 *
Total Direct Incentives			\$ 58,803,000
NOTE:			
TBD		\$ -	
Add'l City Benefits		\$ 4,330,000	see back up
Total Add'l Benefits Provided		\$ 4,330,000	
		Completion Grant Equals	Total Incentives Equal
		19.2% of TDC	29.0% of TDC
		23.8% of Hard Cost	35.9% of Hard Cost
		58.1% of Equity	87.6% of Equity

For clarity, the assumptions and limitations imposed in the ROI calculations above include the following:

- Incremental Operating millage is the City/County portion for a period of 30 years, escalating at 2% annually per DIA convention.
- No Local Option Sales Taxes or induced tax benefit is incorporated in this analysis, and such taxes will be incremental benefit to the City. That amount is estimated to be more than \$570,000 over the first ten years of operation.
- 30 parking spaces for the benefit of the City required as part of the original property disposition are not considered in the City benefit for ROI calculation purposes but remain in the Term Sheet as a requirement.

- The \$4.3 million in additional benefits center on Developer's commitment to payments beginning at \$98,000 and increasing 2% annually for enhanced park maintenance for 30 years totaling \$3,980,400, in addition to the contribution of a 4,200 square foot parcel on the eastern edge of the site that will enlarge St. John's Park valued at \$319,200, and the easement for the location of the City's fuel tank to serve the marina valued at \$30,400.
- The City's investment includes the \$19,798,000 REV Grant, \$39,000,000 Completion Grant, and a small parcel for signage valued at \$5,000, totaling \$58,803,000.
- The lower section demonstrates adherence to the 30-year ad valorem methodology which limits funding under the Completion Grant to 25% of Hard Costs (including Architect and Engineering) – (23.8%); and 65% of Developer Equity – (58.1%); and Total incentives committed are limited to not more than 100% of Developer Equity – (87.6%).

Additional terms and conditions are found in the Exhibit A Term Sheet to Resolution 2024-05-05.

Exhibit 1 – Renderings as Proposed:



Exhibit 2: Site Plan as Proposed:

- 1 Planted entry median
- 2 Riverwalk trail connection
- 3 Entry court
- 4 Arrival / Drop-off
- 5 Riverwalk waterfront promenade w/ seating
- 6 Overlook w/ shade sail canopies
- 7 Resort style pool w/ sun shelf
- 8 Beach club w/ fire pit
- 9 Restaurant patio
- 10 Summer kitchen / stand up board storage
- 11 Informal social space with hammocks and outdoor movie screen
- 12 Florida-Friendly riverwalk landscape
- 13 4' aluminum picket fence
- 14 Reconfigured boat ramp access
- 15 Streetscape (Riverplace Blvd. design palette)
- 16 Project monument sign
- 17 Riverwalk connection - Covered walkway to restaurant
- 18 Boat ramp
- 19 Leasing office
- 20 Water feature
- 21 Courtyard south
- 22 Access ramp
- 23 Garage entry
- 24 Public restaurant access
- 25 Spa
- 26 Flex / Yoga lawn
- 27 Fuel tanks
- 28 Transformer
- 29 Dock master/ Marina store
- 30 Service/ Back of house



TAB III.D

RESOLUTION 2024-05-02 PLAYERS GRILLE

RESOLUTION 2024-05-02

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) ACTING AS THE NORTHBANK COMMUNITY DEVELOPMENT AGENCY (“GRANTOR”) APPROVING THE AWARD OF A RETAIL ENHANCEMENT PROGRAM GRANT TO PLAYERS GROUP, LLC (“PLAYERS GRILLE” OR “GRANTEE”), TO ESTABLISH A FOOD AND BEVERAGE BUSINESS IN THE HOME2SUITES HOTEL LOCATED AT 600 PARK STREET JACKSONVILLE FL 32204 WHERE APPLICANT MAINTAINS A LEASE FEE INTEREST; AUTHORIZING THE CEO OF THE DIA TO NEGOTIATE A GRANT AGREEMENT (FORGIVABLE LOAN SECURED BY A NOTE); AUTHORIZING THE DIA CEO TO EXECUTE SUCH AGREEMENTS; AND FINDING THAT THE DEVELOPMENT PLAN IS CONSISTENT WITH THE DIA’S BUSINESS INVESTMENT AND DEVELOPMENT PLAN, INCLUDING THE NORTHBANK CRA PLAN (“BID PLAN”) AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the DIA is authorized to utilize the Northbank Tax Increment District funds, in accordance with the CRA Plan, to foster the redevelopment of the Downtown Northbank Community Redevelopment Area; and

WHEREAS, Grantee submitted an application to the DIA under the Basic Retail Enhancement Program (“REP Program”) to facilitate the development of a restaurant and bar establishment in the Brooklyn neighborhood of Downtown Jacksonville; and

WHEREAS, the application was reviewed by the DIA staff and found to be consistent with program guidelines, the BID Plan and CRA Plan for Northbank; and

WHEREAS, maximum funding under the Basic REP program is limited to the lesser of 50% of eligible development costs or \$20 per square foot of eligible space, and

WHEREAS, proposed maximum REP funding for the Grantee is based upon the \$20 per square foot of eligible space approach; and

WHEREAS, to assist Grantee with build out costs for the purpose of establishing the Players Grille (the “Project”) the DIA proposes to provide a Grant (forgivable loan secured by a note) in an amount not to exceed SEVENTY-TWO THOUSAND FOUR HUNDRED THIRTY DOLLARS and 00/100 (\$72,430.00) to the Grantee; and

WHEREAS, the financial assistance to the Project will be in the form of the proposed terms and incentives on the Term Sheet, attached as Exhibit A to this Resolution; and

NOW THEREFORE, BE IT RESOLVED, by the Downtown Investment Authority:

Section 1. The DIA finds that the recitals set forth above are true and correct and are incorporated herein by this reference.

Section 2. The DIA hereby approves the award of a Retail Enhancement Grant in the amount of \$72,430.00 from the Downtown Northbank TID to the Grantee to be provided in accordance with the term sheet attached hereto as Exhibit A.

Section 3. The Chief Executive Officer is hereby authorized to negotiate and execute the contracts necessary to document this approval and otherwise take all additional actions necessary to effectuate the purposes of this Resolution.

Section 4. The Effective Date of this Resolution is the date of execution of this Resolution by the Chair of the DIA Board.

WITNESS:

DOWNTOWN INVESTMENT AUTHORITY

Witness

James Citrano, Chairman

Date

VOTE: In Favor: _____ Opposed: _____ Abstained: _____

Exhibit A:

**BASIC RETAIL ENHANCEMENT PROGRAM GRANT
TERM SHEET**

**Players Group LLC
600 Park Avenue
Jacksonville FL 32204**

Project Name:	Players Grille
Applicant/Grantee:	Players Group, LLC Philip Visali, CEO Dominic Raices, CFO
Total Build Out Costs (estimate):	\$1,200,000 +
Total Eligible Costs (Build out only):	\$1,172,769
Eligible Funding:	\$ 72,430

Project: Tenant improvements for an approximately 4,500 square foot sports bar and family restaurant located in the Brooklyn District of the Northbank CRA with approximately 3,000 square feet inside and 1,500 square feet on a covered patio. The property is owned by Kelco CL Park, LLC and operates primarily as a Home2Suites hotel with 100 guest rooms. Players Grille will lease the corner, first-floor space to be built out as the hotel restaurant and bar.

To be eligible for total loan forgiveness, the applicant is required to remain in business in the location at these service levels for a minimum of three (3) years.

City Funding: No more than **\$72,430**, through the Northbank CRA, as follows:

Basic Retail Enhancement Program Grant: \$72,430 from the Retail Enhancement Program funding of the Northbank CRA. The award will be structured as a forgivable, 0% interest grant (forgivable loan secured by a note) that will be forgiven and reduced at a rate of approximately 33.33% per year on each anniversary of the Loan Disbursement Date following closing for three (3) years so long as no event of default exists.

The Applicant acknowledges that these Grant funds are awarded and shall be used in compliance with the Basic Retail Enhancement Program guidelines.

Minimum Capital Contribution:

- A) The minimum total capital contribution through completion to remain eligible for the Basic REP Grant is \$1,172,769 and listed in Figure 1 below. Such costs will exclude soft costs such as General Conditions, General Requirements, Overhead, Insurance, and similar expenditures not contributing to the hard costs of construction.
- B) The total minimum construction costs shall also exclude costs incurred for furniture and any equipment not affixed to the property. Any equipment affixed to the property included in this total must remain on the property through the compliance period of the forgivable loan agreement.

Performance Schedule:

- A) Redevelopment Agreement to be executed within six (6) months of the DIA Board Approval Date which shall establish the Redevelopment Agreement Effective Date.
- B) Commencement of Construction: Within three (3) months following the Redevelopment Agreement Effective Date, Applicant commits to Commencement of Construction, meaning receipt of all required approvals, permitting, and closing on all required financing to allow the start of construction activities and has actually commenced buildout type work.
- C) Substantial Completion: Within twelve (12) months following the Commencement of Construction Date, as defined above, Grantee shall provide evidence of completion of construction, payment of all subcontractors, material providers, and laborers, and receipt of licensing necessary to conduct the business as outlined in the application submitted.
- D) The DIA CEO will have the authority to extend this Performance Schedule, at the CEO's discretion, for up to three (3) months for good cause shown by the Applicant. Any extensions to the Commencement Date shall simultaneously have the same effect as extending the Completion Date.

Additional Commitments:

1. Applicant shall establish business operations following the description as outlined in the application and as Project above. The build out shall be materially consistent with the renderings and images included below in Figure 2.
2. All rehabilitation work and design features must comply with all applicable city codes, ordinances, the established Downtown Development Review Board Guidelines and the Downtown Zoning Overlay.
3. Personal Guaranty of payment and performance obligations in the event of default to be provided by Philip Visali on behalf of the Tenant.
4. Per Basic REP guidelines, the award will be structured as:
 - a. Zero-interest, Grant agreement, payable upon Substantial Completion of the work and receipt by DIA of invoices for goods and services rendered and proof that recipients paid for such goods and services.
 - b. No interest shall accrue upon the principal of the total grant amount, with the principal forgiven monthly in equal amounts monthly over a three (3) year period.
 - c. The total principal balance will be forgiven and reduced at a rate of approximately 33.33% per year on each anniversary of the Loan Disbursement Date.

- d. At the end of thirty-six months, the Grant shall be entirely forgiven on the condition that the business remains in operation as proposed, improvements are installed and maintained in reasonably good condition, all taxes are maintained in current status with no tax certificates, and no City Code violations are incurred during the compliance period.
- e. If it is determined that the recipient(s) is in default, full payment of any unamortized balance remaining on the grant may be demanded.

Conditions:

This Term Sheet is limited by the following conditions:

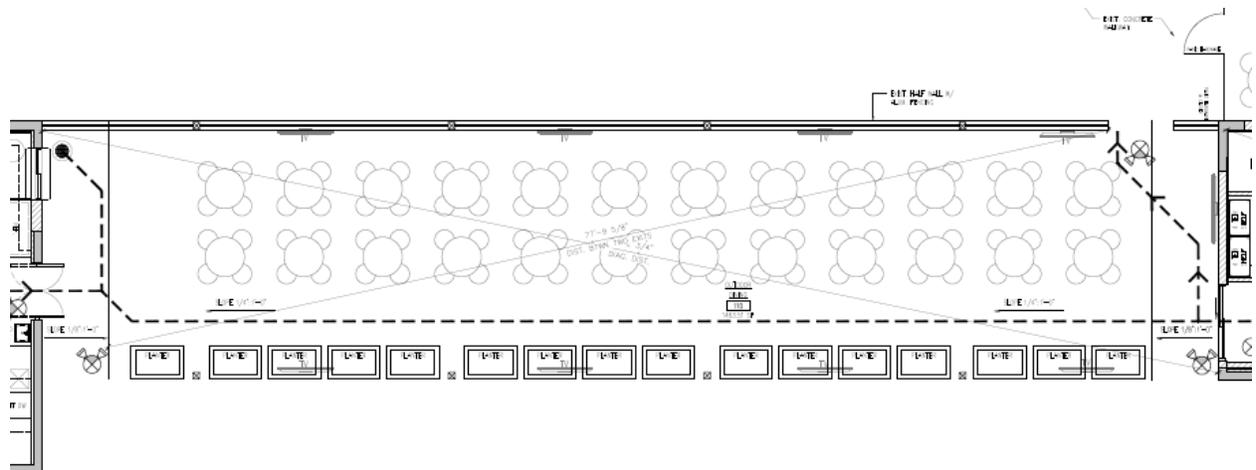
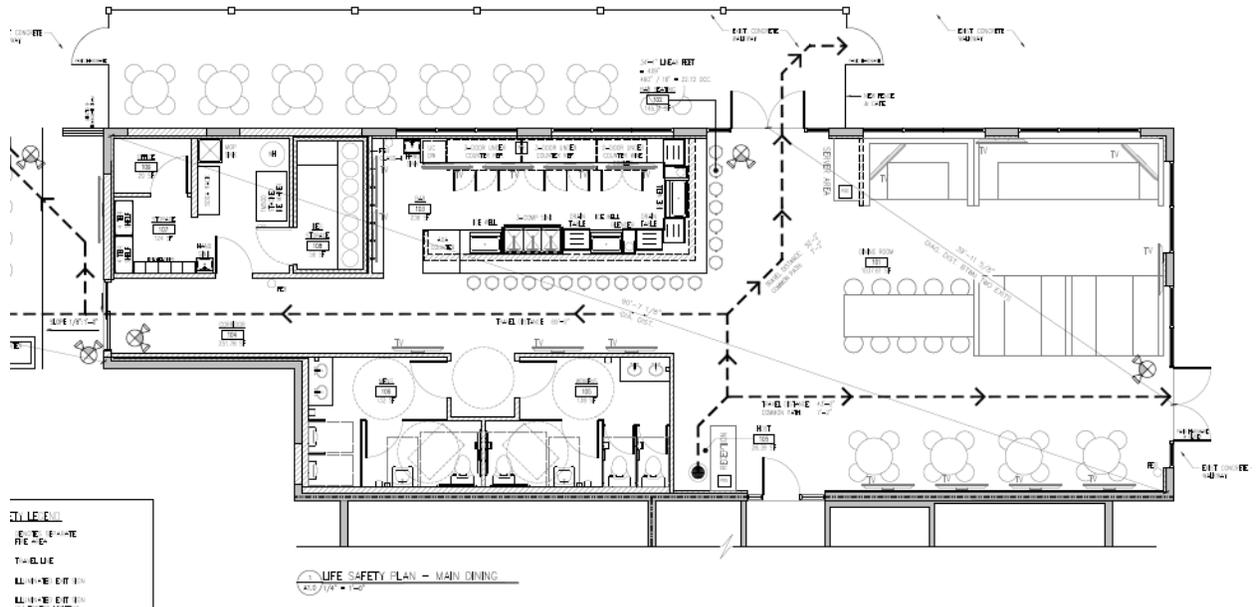
- A) Prior to funding:
 1. Applicant to provide evidence of Substantial Completion, as required above: and,
 2. Downtown Investment Authority to receive copies of any necessary permits, invoices, cancelled checks or documentation from other methods of payment, and other items as may be requested by the DIA in its sole discretion as evidence of eligible expenditures materially consistent with the budget presented as Figure 1; and
- B) Throughout the Compliance Period:
 1. Continuing operation of the Project as a restaurant as found in the business plan submitted with the application is required during the term of the agreement; and
 2. Annual financial summary and reporting is required to demonstrate compliance with terms and conditions as approved; and
 3. The Project will maintain not less than two full-time employees throughout the term of the agreement.
 4. There may be additional terms, conditions, rights, responsibilities, warranties, and obligations for both parties which shall be determined in a later negotiated mutually agreeable written contract.

Figure 1 – Construction Budget as Submitted:

	All Build-out Costs	Eligible y/n	Non-Eligible	Eligible	Patio Portion
GYPSUM BOARD/METAL FRAMING/INSULATION	\$ 88,718.33	y	\$ -	\$ 88,718.33	\$ 25,000.00
ACOUSTICAL CEILINGS	\$ 19,000.00	y	\$ -	\$ 19,000.00	
AUTOMATIC DOOR WITH AIR CURTAINS	\$ 35,184.00	y	\$ -	\$ 35,184.00	
CONCRETE CUTTING	\$ 4,200.00	y	\$ -	\$ 4,200.00	
CEMENT/MASONRY	\$ 98,024.00	y	\$ -	\$ 98,024.00	\$ 25,000.00
BATHROOM PARTITIONS	\$ 11,240.23	y	\$ -	\$ 11,240.23	
HVAC	\$ 276,055.00	y	\$ -	\$ 276,055.00	
FIRE SPRINKLER	\$ 57,326.33	y	\$ -	\$ 57,326.33	\$ 7,000.00
ELECTRICAL	\$ 175,000.00	y	\$ -	\$ 175,000.00	\$ 8,000.00
PLUMBING	\$ 168,521.33	y	\$ -	\$ 168,521.33	
PAINTING	\$ 23,000.32	y	\$ -	\$ 23,000.32	
STEEL WORK	\$ 40,000.00	y	\$ -	\$ 40,000.00	\$ 25,000.00
TILE/CARPET WORK	\$ 45,000.00	y	\$ -	\$ 45,000.00	
BUILD BAR/TRIM WORK	\$ 40,000.00	y	\$ -	\$ 40,000.00	
CABINETS	\$ 15,000.00	y	\$ -	\$ 15,000.00	
COUNTERTOPS	\$ 40,000.00	y	\$ -	\$ 40,000.00	
ROOF FIRE RISER ROOM	\$ 18,000.00	y	\$ -	\$ 18,000.00	
KITCHEN DOORS	\$ 8,500.00	y	\$ -	\$ 8,500.00	
FENCE	\$ 6,000.00	y	\$ -	\$ 6,000.00	\$ 6,000.00
HANDICAP EQUIPMENT FOR BATHROOM	\$ 4,000.00	y	\$ -	\$ 4,000.00	
SUPERVISING PROJECT	\$ 35,000.00	n	\$ 35,000.00	\$ -	
PRIVATE PROVIDER	\$ 4,000.00	n	\$ 4,000.00	\$ -	
TOTAL \$ 1,211,769.54	\$ 1,211,769.54		\$ 39,000.00	\$ 1,172,769.54	\$ 96,000.00

Figure 2 – Renderings and Floorplan as Submitted:





SUPPLEMENTAL INFORMATION
RESOLUTION 2024-05-02 PLAYERS GRILLE STAFF REPORT



Downtown Investment Authority

DIA CORE RETAIL ENHANCEMENT PROGRAM

“Players Grille”
600 Park Street 32204
Players Group, LLC
May 9, 2024

Project Name/Location:	Players Grille 600 Park Street
Applicant:	Players Group, LLC (“Tenant”) Philip Visali, CEO Dominic Raices, CFO
Project Location:	600 Park Street Jacksonville FL 32204
Total Build Out Costs (estimate):	\$1,200,000 +
Total Eligible Build Out Costs:	\$1,172,769
Eligible Funding:	\$ 72,430 – 6.2% of Build out costs

Project Description:

The applicant, Players Group LLC, an entity managed by Philip and Megan Visali proposes a sports bar themed restaurant in the newly opened Home2Suites at 600 Park Street in the Brooklyn neighborhood of Downtown. The family friendly establishment will build out approximately 2,900 conditioned square feet for a dining room on the corner of Park and Roselle and a kitchen in an outbuilding on Roselle as well as an additional 1,500 square feet for a covered, outdoor patio that connects the kitchen and dining room.



After successfully building up and selling the WE Insure, Inc. insurance brokerage/franchise company, the Visali’s purchased the original Players Grille in Miramar Plaza

in December of 2022. Since that time, they have opened new Players Grilles in Mandarin and Oak Leaf Plantation. The Downtown store, located in Brooklyn, will be the third new location in the last year and the fourth overall for the concept.

Business Plan Summary:

The concept for the newest store in Downtown Jacksonville is the same as the successful original and the newly added stores in Mandarin and Oak Leaf - a family friendly, casual environment to

watch a variety of sports while enjoying wings, pizza, pretzels and a variety of cold drinks and non-alcoholic beverages. In addition, this location will experiment with dishes new to Players Grille. See Exhibit 1 for current menu



Players Grille Downtown will have a variety of seating with approximately 60 seats and a bar area inside, 30+ seats directly on the Rosselle Street sidewalk and an additional 96 seats on a covered patio which has multiple televisions like the interior seating and bar area.



Like other Players Grilles, they will be a full-service restaurant with servers carrying handheld Point of Sale systems offering a full bar with cocktails, wine and beer.

Key Personnel/Project Development Team:

Philip and Megan Visali:

The Visali’s were founders and owners of WE Insure, Inc., a successful insurance brokerage/franchise company headquartered on the Southbank of Downtown Jacksonville. After building it to \$250 million in annual insurance premiums, they sold the business in October of 2021. One year later they purchased the existing Players Grille and remain very active in the growing restaurant group.

Domonic Raices:

Mr. Raices served as the CFO of WE Insure, Inc. and serves in the same capacity at the Players Grille. He has over 30 years of experience in finance and is a CPA. Mr. Raices is very involved with the expansion and development.

Dave Morecy:

Mr. Morecy serves as the Director of Operations for Players Grille. Most recently, he was the owner and operator of four Wing-it locations for over 20 years and brings experience as the ex-CEO of Bono’s Barbeque Corporation.

Additional Management and staff:

Several current key employees will assist in the hiring and training of new staff as the project gets closer to completion.



Players Grille

Downtown expects to hire 22 full-time staff to manage the operation.

Operating Plan:

As mentioned, the operations will be very similar to the currently operating locations with only the hours of operation changing to fit the particular neighborhood. In this case, they will be operating in a 100-room hotel in Downtown offering breakfast in addition to lunch and dinner daily. Their current plan is to be open the following hours:

Weekly Schedule	Open	Close
Sunday - Saturday	7:00 AM	11:00 PM

Target Market and Market Summary:

The Players Grille slogan is very indicative of their market plan, “Where the neighborhood meets”. This location will add a hotel, Downtown and 5 Points to the mix resulting in a wide network of clientele over 21 meal periods a week. In addition to the already established family friendly, Sports Bar environment, the Players Grille Downtown will host out of town visitors, the burgeoning Brooklyn and 5 Points neighborhoods and will be a short walk from the Riverwalk, the Artists Walk and the Riverside Arts Market. Additionally, the Shared Use Path from San Marco ends just a few blocks away.

While there are similar concepts in the Brooklyn and Riverside neighborhood, casual with multiple televisions playing sports, the Players Grille will benefit from a long history of operation in the Miramar neighborhood and increased name recognition from the recent expansions to Mandarin and Oak Leaf. Also, a presence in Downtown’s growing Brooklyn neighborhood positions them close to the Emerald Trail and in the micromobility scooter zone, furthering that exposure.



Operating Budget:

The applicant provided three years of projected profit and loss statements. The projected revenue of \$1,750,500 in year one is in line, and conservative, for the neighborhood and existing businesses. This projection is supported by multiple locations in current operation.

They estimated 30% cost of goods sold and approximately 32% in labor cost, both standard for this type of operation. The addition of breakfast for hotel guests, Downtown workers and residents also assists in lowering prime costs. The initial lease term is 10 years at a market rate with two renewals.

Property Consideration and Development Budget:

The parcel at 600 Park Street was vacant for some time until it was developed into a 100 room Home2Suites in a joint venture between Kelco Management and Development and Corner Lot

Development. The hotel is complete and welcomed its first guests in April of 2024. The Players Grille hopes to commence construction as soon as possible to meet the new demand.

The construction budget alone is \$1,211,769 with a majority of that being eligible expenses. See Exhibit 2 This **does not** include other budget items like kitchen equipment, FF&E and audio/visual. The lease does include some tenant improvement allowance but coupled with the proposed DIA incentive grant, the Players Group LLC will be investing \$1M in construction in addition to the previously mentioned other startup costs.

Core REP Consideration:

The Retail Enhancement Program offers several funding levels based on location, and in some cases, type of establishment. The Players Grille Downtown is in the Basic Retail Enhancement Area which offers to eligible businesses and properties a maximum of \$20 per square foot with the limiter being no more than 50% of eligible costs. Additionally, because the patio is integral to the business operations and part of the build out, staff recommends the patio be considered at a reduced rate of \$10 per square foot.

The eligible costs from the construction budget alone are over \$1,000,000 therefore the square foot calculation will be used. Accordingly, maximum funding eligibility is limited to \$72,430.

Type	Eligible Square Foot (interior)	Additional Square Foot (patio)	Total Maximum funding
Basic REP	2890 sf X \$20 sf = \$57,800	1463 X \$10 = \$14,630	\$72,430

Scoring Rubric Recommendation:

The primary criteria for approval of any retail incentive is the feasibility of the business plan. A successful business plan will be one that conveys the most promising combination of relevant experience, financial feasibility, product and market research, growth potential and job creation. A minimum score of 30 points out of 55 points possible is required to have the proposed project referred to the REPD Committee for funding consideration. Staff scored the application and business plan on the following categories:

- A. Business Plan (see point breakdown below) – (up to 40 points)

Categories	Points Available	Points scored
The plan shows good short-term profit potential and contains realistic financial projections	10	9
The Business plan was brief but specific and the P&L succinct, but both were based on an existing operation of over 20 years and two newly opened locations. The name recognition of Players Grille in the Downtown neighborhood is high, and the reputation is strong. Short-term success is good, and projections are very realistic.		

The plan shows how the business will target a clearly defined market and its competitive edge	5	3
This Players Grille will cast a little larger net with the addition of the hotel guest component and the younger, millennial demographic most often found in Brooklyn. There are also a few existing sports bar type establishments in 5 Points and Brooklyn.		
The plan shows that the management team has the skills and experience to make the business successful	10	7
The ownership and financial team have great business experience, though brief in food and beverage. The addition of a very experienced Operations Manager and the value of the original Players Grille's historical performance are keys to success.		
The plan shows that the entrepreneur has made or will make a personal (equity) investment in the business venture	10	9
The Visali's are making a significant personal investment in the buildout and equipment, not wholly captured in this report. The landlord is also providing a brand-new space, reasonable tenant improvement allowance and 100 hotel rooms.		
Number of FTE job positions created in excess of the required two (2) positions	5	4
The business, open for breakfast, lunch and dinner, calls for 22 full-time equivalents.		
TOTAL	40	32

B. Expansion of the local property tax base by stimulating new investment in existing Downtown properties (up to 5 points for properties five years and older and an additional 5 points if the property is a historic property (local landmark status or contributing structure status) – maximum of 10 points)

Properties	Points Available	Points scored
600 Park Street	5	0
Historic Property	5	N/A
While this will expand the tax base with new investment, this is not an existing property.		
TOTAL	10	0

C. Expansion of the state and local sales tax base by increasing sales for new or existing shops (up to 5 points)

Expansion of sales tax	Points Available	Points scored
Bar/Restaurant	5	5

This business will increase, from 0, the tax base of this parcel with a strong food and beverage business. With estimated first year sales of \$1,750,000, the sales tax increase is significant.		
TOTAL	5	5

TOTAL	55	37
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With a score of 37, the subject proposal qualifies for consideration by the REPD Committee. Staff review of the application also indicates the proposed project meets the Redevelopment Goals within Downtown Jacksonville as outlined below:

Goal 3: Increase and diversify the number and type of retail, food and beverage, and entertainment establishments within Downtown.

Goal 5. Improve the perception and reality of safety, cleanliness, and maintenance in Downtown Jacksonville for residents, workers, and visitors.

Property Tax Consideration:

Property taxes are current on the property, and the building is within the Brooklyn neighborhood.

FAB-REP Additional Conditions:

1. No interest shall accrue upon the principal of the total REP forgivable loan amount with principal forgiven over a three (3) year period.
2. In the absence of default, the total principal balance will amortize 33% each year of the compliance period.
3. At the end of three years, the forgivable loan shall be forgiven in its entirety on the condition the improvements are installed and maintained in reasonably good condition, and no City Code violations are incurred during the compliance period.
4. If it is determined that the recipient(s) are in default, interest and full payment of the forgivable loan may be demanded, subject to applicable cure periods.
5. Further approvals of exterior improvements may be required by the Downtown Development Review Board.

See the Term Sheet, Exhibit A to Resolution 2024-05-02, for additional information on proposed terms and conditions.

EXHIBIT 1. – Example Menu



STARTERS

- POTATO SKINS 10.99
- CHICKEN NACHOS GRANDE 13.99
- EDAMAME 7.99
- MOZZARELLA STICKS 9.99
- JALAPENO POPPERS 10.49
- BAM BAM SHRIMP 13.99
- FRICKLES 9.49
- OLD BAY FRIES 7.49
- PRETZEL & BEER CHEESE 9.49

STARTER SAMPLER
Get any 3 starters for \$19.99

BUILD YOUR OWN BURGER \$16

Fresh & never frozen!

Served on a brioche bun, topped with lettuce, tomato & onions plus your choice of two toppings and one side.
Additional toppings are \$.99

- | | | |
|-------------|-----------|-----------|
| Onion rings | American | Fried egg |
| Jalapenos | Swiss | Relish |
| Avocado | Provolone | Sauteed- |
| Bacon | Cheddar | mushrooms |

*Vegetarian Option: Black bean burger

Consumer Advisory: Consumption of undercooked meat, poultry, eggs, or seafood may increase the risk of food-borne illnesses. Alert your server if you have special dietary requirements.

...where the neighborhood meets!

MAINS

All mains come with your choice of side

- THE CUBAN** 14.99
Tender pulled pork, ham, salami, pickles & mustard. Served on a hot-pressed roll.
- CLUB SANDWICH** 14.99
Sliced turkey, ham, bacon, American & Swiss cheese with lettuce, tomato & mayo. Served on your choice of toasted bread.
- THE REUBEN** 13.99
Sliced corned beef topped with sauerkraut, Swiss cheese & thousand island dressing. Served on toasted rye.
- PHILLY CHEESESTEAK** 14.49
Shaved steak topped with sauteed onions, peppers, mushrooms & melted provolone cheese. Served on a toasted sub roll.
- CHICKEN SANDWICH** 14.99
Choice of grilled, blackened or buffalo chicken. Topped with lettuce, tomato, onion, pickle & served on a bun (Or make it a wrap!)

- CHICKEN TENDER PLATTER** 15.49
- BLT** 13.99
Bacon, lettuce, tomato & avocado served on your choice of toasted bread.

- FISH & CHIPS** 14.99
- CHICKEN SALAD** 14.49
Prepared on toast or in a wrap with lettuce, tomato & onion, or as a stuffed tomato.

- CHEESE QUESADILLA** 9.99
Add grilled, blackened or fried chicken for \$5.99



SALADS

+ Add grilled, blackened or fried Chicken or Shrimp for \$5.99

- HOUSE** 7.99 / 10.99
Mixed iceberg, romaine & spring mix. Topped with tomatoes, onions & cucumbers.
- CAESAR** 8.99 / 11.99
Fresh romaine lettuce tossed in creamy caesar dressing. Topped with croutons & shredded parmesan cheese (Or make it a wrap!)
- GREEK** 14.49
Fresh romaine lettuce topped with pepperoncinis, olives, feta cheese, onions & cucumbers. Served with pita wedges.
- CHEF** 14.99
Mixed Iceberg, romaine & spring mix. Topped with ham, turkey, hard-boiled egg, and American & Swiss cheese.

Want all 3?
Get the dip sampler for \$19.99

DIPS

Served with warm pita wedges & raw vegetables

- BUFFALO CHICKEN** 12.99
- SPINACH & ARTICHOKE** 12.99
- HUMMUS** 9.99

SALAD DRESSINGS

- BALSAMIC VINEGARIETTE
- OIL & VINEGAR
- RANCH
- BLEU CHEESE
- GREEN GODDESS

GET YOUR WING ON!

JUMBO	SMOKED	BONELESS
5 WINGS \$9.99	5 WINGS 10.99	5 WINGS 7.99
10 WINGS 14.99	10 WINGS 16.99	10 WINGS 12.99
25 WINGS 31.99	25 WINGS 35.99	25 WINGS 25.99



MILD | MEDIUM | HOT
CAJUN RANCH
KICKIN' BOURBON

HONEY BBO
MANGO HABANERO
SWEET CHILI

GARLIC PARMESAN
TERIYAKI
LEMON PEPPER DRY RUB

SIDES

- FRENCH FRIES 5.49
- MACARONI & CHEESE  4.99
- ONION RINGS 5.99
- SWEET POTATO FRIES 5.99
- SAUTEED VEGETABLES 5.49

DESSERTS

- MILKSHAKE** 5.99
Vanilla, Chocolate or Strawberry
- ICE CREAM** 4.99
Two scoops topped with whipped cream & a cherry
- ZEPPOLE** 5.99
Deep-fried dough balls, topped with powdered sugar. Served hot with raspberry & chocolate dipping sauce

May 2023

EXHIBIT 2. – Build-out Costs

	All Build-out Costs	Eligible y/n	Non-Eligible	Eligible	Patio Portion
GYPSUM BOARD/METAL FRAMING/INSULATION	\$ 88,718.33	y	\$ -	\$ 88,718.33	\$ 25,000.00
ACOUSTICAL CEILINGS	\$ 19,000.00	y	\$ -	\$ 19,000.00	
AUTOMATIC DOOR WITH AIR CURTAINS	\$ 35,184.00	y	\$ -	\$ 35,184.00	
CONCRETE CUTTING	\$ 4,200.00	y	\$ -	\$ 4,200.00	
CEMENT/MASONRY	\$ 98,024.00	y	\$ -	\$ 98,024.00	\$ 25,000.00
BATHROOM PARTITIONS	\$ 11,240.23	y	\$ -	\$ 11,240.23	
HVAC	\$ 276,055.00	y	\$ -	\$ 276,055.00	
FIRE SPRINKLER	\$ 57,326.33	y	\$ -	\$ 57,326.33	\$ 7,000.00
ELECTRICAL	\$ 175,000.00	y	\$ -	\$ 175,000.00	\$ 8,000.00
PLUMBING	\$ 168,521.33	y	\$ -	\$ 168,521.33	
PAINTING	\$ 23,000.32	y	\$ -	\$ 23,000.32	
STEEL WORK	\$ 40,000.00	y	\$ -	\$ 40,000.00	\$ 25,000.00
TILE/CARPET WORK	\$ 45,000.00	y	\$ -	\$ 45,000.00	
BUILD BAR/TRIM WORK	\$ 40,000.00	y	\$ -	\$ 40,000.00	
CABINETS	\$ 15,000.00	y	\$ -	\$ 15,000.00	
COUNTERTOPS	\$ 40,000.00	y	\$ -	\$ 40,000.00	
ROOF FIRE RISER ROOM	\$ 18,000.00	y	\$ -	\$ 18,000.00	
KITCHEN DOORS	\$ 8,500.00	y	\$ -	\$ 8,500.00	
FENCE	\$ 6,000.00	y	\$ -	\$ 6,000.00	\$ 6,000.00
HANDICAP EQUIPMENT FOR BATHROOM	\$ 4,000.00	y	\$ -	\$ 4,000.00	
SUPERVISING PROJECT	\$ 35,000.00	n	\$ 35,000.00	\$ -	
PRIVATE PROVIDER	\$ 4,000.00	n	\$ 4,000.00	\$ -	
TOTAL \$ 1,211,769.54	\$ 1,211,769.54		\$ 39,000.00	\$ 1,172,769.54	\$ 96,000.00

TAB III.E

RESOLUTION 2024-05-06 ONE RIVERSIDE

RESOLUTION 2024-05-06

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) AUTHORIZING REVISIONS TO, AND RECOMMENDING CITY COUNCIL APPROVAL OF AMENDMENTS TO THE RESTAURANT IMPROVEMENTS DEFINITION, THE PERFORMANCE SCHEDULE AND THE DURATION OF THE PHASE 1 RETAIL REV GRANT AND OTHER ASSOCIATED TERMS OF THE REDEVELOPMENT AGREEMENT BETWEEN THE CITY, DIA, AND FUQUA ACQUISITIONS, LLC, DATED DECEMBER 20, 2021 (THE “RDA”) AS ASSIGNED TO FUQUA BCDC ONE RIVERSIDE PROJECT OWNER, LLC, (THE “DEVELOPER”) AND AS MODIFIED BY AMENDMENT ONE THERETO DATED OCTOBER, 2022; THE TERMS OF THE SECOND AMENDMENT SHALL INCLUDE, AMONG SUCH OTHER ITEMS AS MAY BE APPROVED BY CITY COUNCIL, THE MODIFICATIONS IDENTIFIED IN THE TERM SHEET ATTACHED HERETO AS EXHIBIT A, WITH ALL OTHER TERMS AND CONDITIONS OF THE RDA AS AMENDED REMAINING UNCHANGED EXCEPT AS MODIFIED BY ANY SETTLEMENT AGREEMENT BETWEEN THE CITY AND DEVELOPER; AUTHORIZING THE CEO OF THE DIA TO TAKE ALL NECESSARY ACTION TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Jacksonville (the “City”), the Downtown Investment Authority (“DIA”) and Fuqua Acquisitions, LLC (“Fuqua”) entered into that certain Redevelopment Agreement dated December 20, 2021 (the “RDA”), as authorized by City Ordinance 2021-796-E; and

WHEREAS, Fuqua’s interest in the RDA was assigned to Developer; and

WHEREAS, the City, DIA and Developer entered into Amendment One to the Redevelopment Agreement dated October 12, 2022, as authorized by Ordinance 2022-493-E; and

WHEREAS, the City, Developer and DIA have agreed to certain modifications in the Performance schedules and associated terms of the RDA which extend the dates for both the Project and City Improvements as a result of force majeure delays which among other things, have prevented the City’s commencement of the McCoy’s Creek Improvements; and

WHEREAS, Developer and the City continue to work in good faith to complete that Project and the McCoy’s Creek Improvements; and

WHEREAS, the parties have agreed to a revised schedule as part of a larger resolution of the impacts of construction delays on the Project as defined in the RDA; and

WHEREAS, the parties have agreed to an extension of the time frame for payout of the Phase 1 Retail Rev Grant; and

WHEREAS, the developer of the Phase 1 residential has requested a clarification and amendment of the definition of the required riverfront restaurant which staff believes furthers the original intent of the restaurant requirement; and

WHEREAS, DIA is the designated Community Redevelopment Agency for the North Bank CRA, for which a BID Plan, inclusive of a Community Redevelopment Plan, was adopted by Ordinance 2014-560-E and updated pursuant to Ordinance 2022-0372; and

WHEREAS, the Strategic Implementation Committee of the DIA considered the proposed term sheet and amendment at its May 10, 2024, meeting, and it is recommended by the committee that the DIA Board approve this resolution authorizing modifications to the RDA in the term sheet attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED by the Board of the Downtown Investment Authority:

Section 1. The DIA finds that the recitals set forth above are true and correct and are incorporated herein by this reference.

Section 2. The DIA hereby recommends that City Council authorize all amendments to the Performance Schedule, the extension of the Phase 1 Retail REV Grant, and the modification of the Phase 1 Residential waterfront restaurant requirement summarized in the term sheet attached hereto as Exhibit A.

Section 3. The CEO of the DIA is hereby authorized to seek Council approval of this amendment as standalone legislation or as part of other legislation regarding the project introduced in May or June.

Section 5. This Resolution shall become effective on the date it is signed by the Chair of the DIA Board.

WITNESS:

DOWNTOWN INVESTMENT AUTHORITY

Jim Citrano, Chair

Date

VOTE: In Favor: _____ Opposed: _____ Abstained: _____

Exhibit A to Resolution 2024-05-06
Term Sheet for DIA authorized RDA amendments

1. The following definition contained in the RDA:

"Restaurant Improvements"

A riverfront (i.e., direct frontage on the Riverwalk or St. Johns River) full-service restaurant with a minimum of 2,500 sq. ft. of enclosed conditioned space with no less than 500 sq. ft. of outdoor service area (if located on the Helipad Site) or comprised of 3,000 sq. ft. of enclosed conditioned space if located within a residential building, with no less than 500 sq. ft. of riverfront outdoor service area. The restaurant must be able to provide meal service to 100 or more patrons at one time.

is modified as below:

"Restaurant Improvements"

A riverfront (i.e., direct frontage on the Riverwalk or St. Johns River) full-service restaurant accessible from the Riverwalk with a minimum of 2,500 sq. ft. of enclosed conditioned space with no less than 1000 sq. ft. of outdoor service area located adjacent to the Riverwalk. The restaurant must be able to provide meal service to 100 or more patrons at one time.

2. Phase 1 Retail REV Grant duration is extended from:

“ending on the earlier of: (i) 20 years thereafter, but not later than 2045 payable in 2046, or (ii) upon the expiration or earlier termination of the Northbank West CRA TIP (as applicable, the "Final Year"), all as more fully described below in this Article 11, unless the City agrees to assume the obligation to pay the REV Grant in accordance with this Agreement after expiration or termination of the Northbank West CRA TIP.

to:

“ending 20 years thereafter (the "Final Year"), all as more fully described below in this Article 11, with the City agreeing to assume the obligation to pay the REV Grant in accordance with this Agreement after expiration or termination of the Northbank West CRA TID.”

3. Performance Schedule

1. The commencement date for the McCoys Creek Improvements (MCI) that was set as January 31, 2023 in Amendment one is being stricken as the project is already underway;
2. The completion date for Phase I MCI is April 1, 2025.
3. Completion Date for entirety of MCI is December 31, 2025; Completion Date for MCI under Amendment One was October 30, 2023, extended to April 30, 2024 due to demolition project delays.
4. Commencement Date for Phase I Retail Improvements moves from July 31, 2024 in RDA to July 31, 2025 in Amendment 2.
5. Completion Date for Phase I Retail Improvements moves from September 30, 2025 to September 30, 2026.

In addition, the RDA will be amended to:

1. Segregate the McCoy's Creek Improvements ("MCI") project into two phases, the first being just the May Street extension, the second the balance of the project, and creates separate completion dates for each phase.
2. Revise the escrow agreement the City entered into regarding the timing of when the Creek Deed is released from escrow and provided to the developer.
3. Such other changes to the default provisions as may be authorized in a Settlement Agreement associated with McCoys Creek construction delays.

TAB IV.A

**APRIL 17TH, 2024 DOWNTOWN INVESTMENT AUTHORITY MEETING MINUTES
APPROVAL**



Downtown Investment Authority
Downtown Investment Authority Hybrid Meeting
Wednesday, April 17th, 2024, 2:00 p.m.

Downtown Investment Authority Hybrid Meeting
DRAFT MEETING MINUTES

DIA Board Members (BM): Jim Citrano, Board Chair; Sondra Fetner, Esq.; Patrick Krechowski, Esq.; Micah Heavener; Melinda Powers, Esq.; Scott Wohlers

Mayor’s Office: None

Council Members: Councilmember Peluso

DIA Staff: Lori Boyer, Chief Executive Officer; Steve Kelley, Director of Downtown Real Estate and Development; Guy Parola, Director of Operations; Allen DeVault, Project Manager; Wanda Crowley, Financial Analyst; Sheri Webber, Marketing and Communications Manager; Ava Hill, Administrative Assistant

Office of General Counsel: John Sawyer, Esq.

I. CALL TO ORDER

Board Chair Citrano called to order the Downtown Investment Authority Meeting at 3:17 PM.

II. DOWNTOWN INVESTMENT AUTHORITY

A. March 20th, 2024, DOWNTOWN INVESTMENT AUTHORITY MEETING MINUTES APPROVAL

Board Chair Citrano called for a vote to approve the March 20th, 2024, Downtown Investment Authority Meeting Minutes as presented.

Motion: Member Heavener motioned to move to approve the meeting minutes as presented.

Second: Member Powers seconded the motion.

Vote: Aye: 6 Nay: 0 Abstain: 0

MOTION PASSED UNANIMOUSLY 6-0-0

B. CONSENT AGENDA

Board Chair Citrano called for a vote on the consent agenda which included Resolutions 2024-04-04, 05, 06, 07, 08, and 13.



Downtown Investment Authority
Downtown Investment Authority Hybrid Meeting
Wednesday, April 17th, 2024, 2:00 p.m.

Motion: Member Heavener motioned to approve the consent agenda.

Second: Member Krechowski seconded the motion.

Vote: Aye: 6 Nay: 0 Abstain: 0

C. RESOLUTION 2024-04-14 HASSAN

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) IN RECOGNITION AND APPRECIATION OF MR. JOE HASSAN, FOR HIS SERVICE AND DEDICATION TO THE DIA AND DOWNTOWN JACKSONVILLE; PROVIDING FOR AN EFFECTIVE DATE.

CEO Boyer explained that the purpose of the resolution was to recognize and show appreciation for Mr. Hassan’s service to the Board.

Board Chair Citrano also recognized Mr. Hassan’s contribution to the Board.

Board Chair Citrano called for a motion on the resolution.

Motion: Member Heavener motioned to approve the resolution.

Seconded: Member Powers seconded the motion.

Board Chair Citrano called for a vote on the resolution.

Vote: Aye: 6 Nay: 0 Abstain: 0

MOTION PASSED UNANIMOUSLY 6-0-0

III. CEO INFORMATIONAL BRIEFING

A. OLD AND NEW BUSINESS

There was no old or new business to report.

B. DOWNTOWN PROJECT UPDATE AND CEO REPORT

Using a PowerPoint presentation, CEO Boyer described various project updates (see below) and then reviewed performance measures.



Downtown Investment Authority
Downtown Investment Authority Hybrid Meeting
Wednesday, April 17th, 2024, 2:00 p.m.

- Media clarifications
- Parking: Beginning negotiations with Reef on new contract
- Southbank PUD rezoning for Self-storage
- Architectural Services RFP is being scored and results should be available in the next two weeks
- Capital Projects Update
- Development Updates
- Pending Legislation
 - 2023-0621 Second amendment to One Riverside was deferred by the Developer
 - 2024-0152 Self-Storage PUD Southbank application is filed

Board Chair Citrano discussed previous conversations about Development Pad B and asked if the plan was for the Board to vote on it in May. CEO Boyer responded that it would be presented at the REPD committee in May and a recommendation would be made to the Board on how to move forward and with what scope.

Board Chair Citrano gave Councilmember Peluso the floor to address the Board.

Councilmember Peluso spoke concerning the Trio project and the extensive number of wasted COJ hours and still there is no deal. He shared his reservations concerning the current developer, but he remains hopeful that another deal will be presented that meets the expected requirements. He explained that he brought up eminent domain thinking it may force people to become more serious about the project. He advised that a serious deal is not present and other options need to be discussed.

Board Chair Citrano spoke concerning the Trio project stating that the Board will give it one last try but a solution is needed. He also mentioned the CEO's contract, new Board leadership, and the coming committee meetings.

Board Member Krechowski commented concerning the Land Use and Zoning Committee meeting and the self-storage debate and how Guy Parola represented well during the questions and answers portion of the meeting.

IV. ADJOURNMENT

Seeing no further discussion, Board Chair Citrano adjourned the DIA meeting at 3:56 PM.

The written minutes for this meeting are only an overview of what was discussed. For verbatim comments of this meeting, a recording is available upon request. Please contact Ava Hill at avah@coj.net to acquire a recording of the meeting.

TAB IV.B.i

RESOLUTION 2024-05-07 FLORIDA THEATRE VOLUNTEER PARKING

RESOLUTION 2024-05-07

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY ("DIA") RECOMMENDING THAT THE MAYOR, ON BEHALF OF THE CITY OF JACKSONVILLE, PROVIDE TO THE FLORIDA THEATRE PERFORMING ARTS CENTER, INC. UP TO TWENTY-FIVE (25) PARKING SPACES WITHIN THE YATES GARAGE AT NO CHARGE FOR THE BENEFIT OF FLORIDA THEATRE VOLUNTEERS AS A SPONSORSHIP TO EVENTS AT THE FLORIDA THEATRE, SUBJECT TO THE TERMS AND CONDITIONS ATTACHED HERETO AS EXHIBIT 'A'; RECOMMENDING THAT THE MAYOR MEMORIALIZE THIS SPONSORSHIP THROUGH ENTERING INTO A PARKING RIGHTS AGREEMENT AS AUTHORIZED BY ORDINANCE 2018-421-E; FINDING THAT THIS RESOLUTION AND ITS PURPOSES ARE CONSISTENT WITH DIA'S BUSINESS INVESTMENT AND DEVELOPMENT PLAN ("BID PLAN"); AUTHORIZING THE DIA CHIEF EXECUTIVE OFFICER TO TAKE ALL NECESSARY ACTION IN CONNECTION THEREWITH TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 17th, 2017, the Downtown Investment Authority Board voted to approve Resolution 2017-05-04 “providing parking within the Yates Garage for volunteers during events at the Florida Theatre as a sponsorship to the Florida Theatre”; and

WHEREAS, on August 14th, 2018, the Jacksonville City Council approved Ordinance 2018-421-E, “An ordinance approving and authorizing the Mayor and Corporate Secretary to execute and deliver a Parking Rights Agreement between Florida Theatre Performing Arts Center, Inc. and the City of Jacksonville to provide parking for Florida Theatre volunteers”; and

WHEREAS, the City entered into a five-year Parking Rights Agreement with Florida Theatre Performing Arts Center, Inc., which has expired; and

WHEREAS, the DIA finds that the abovementioned Parking Rights Agreement did not increase cost or liability to the City and did not negatively impact the financial stability of the Parking Enterprise Fund; and

WHEREAS, the DIA desires for the City to continue its sponsorship through the entering into of a new Parking Rights Agreement with the Florida Theatre Performing Arts Center, Inc., who will provide, as consideration for the value of gratis parking, those benefits to the City as memorialized in the proposed terms and conditions attached hereto as Exhibit ‘A’,

[CONTINUED ON FOLLOWING PAGE]

NOW THEREFORE, BE IT RESOLVED by the Downtown Investment Authority:

Section 1. The DIA finds that the recitals set forth above are true and correct and are incorporated herein by this reference.

Section 2. The DIA Board hereby requests that the Mayor, on behalf of the City of Jacksonville, provide as a City sponsorship for all Florida Theatre events gratis parking within the Yates Garage for up to twenty-five (25) Florida Theatre Performing Arts Center, Inc. volunteers. For clarity, this would permit up to twenty-five (25) volunteers gratis parking per event.

Section 3. The DIA requests that the Mayor enter into a Parking Rights Agreement with Florida Theatre Performing Arts Center, Inc., subject to the terms and conditions attached hereto as Exhibit 'A'.

Section 4. The DIA Board authorizes its Chief Executive Officer to take all actions necessary to effectuate the purposes of this Resolution.

Section 5. This Resolution shall become effective on the date it is signed by the Chair of the DIA Board.

WITNESS:

DOWNTOWN INVESTMENT AUTHORITY

Jim Citrano, Chair

Date

VOTE: In Favor: ____ Opposed: ____ Abstained: ____

EXHIBIT A
RESOLUTION 2024-05-07
TERMS AND CONDITIONS

<p>Considerations Provided by DIA</p>	<ol style="list-style-type: none"> 1. The DIA, through the Office of Public Parking, will provide as a sponsorship to all events at the Florida Theatre, gratis parking for up to twenty-five (25) parking spaces, per event, to volunteers of the Florida Theatre Performing Arts Center, Inc. in the Yates Garage. 2. The Office of Public Parking will track the usage of spaces for each event. 3. The Yates Garage will be open for all Florida Theatre events.
<p>Considerations Provided by the Florida Theatre</p>	<ol style="list-style-type: none"> 1. The Florida Theatre will log which volunteers work at each event. 2. The Florida Theatre will ensure that there will be no more than twenty-five (25) volunteers per event. 3. The Florida Theatre will provide advertising for the Yates Garage as “the preferred parking facility of the Florida Theatre” on the following media: <ol style="list-style-type: none"> a. The Directions and Parking Page of its website b. Individual event webpages c. Ticket Receipts d. Online, electronic Playbills, or physical Playbills
<p>Requirements for Volunteers</p>	<ol style="list-style-type: none"> 1. All Florida Theatre volunteers will complete the Monthly Parking Application Form as provided by the Office of Public Parking and will agree to the terms therein.
<p>Additional Terms and Conditions</p>	<ol style="list-style-type: none"> 1. Florida Theatre Volunteers will not have the right to any specific spots in the Yates Garage. All parking will be on a first come, first serve basis. 2. The DIA reserves the right to audit the use of spaces at any time. 3. Any agreement entered into pursuant to this Resolution may not increase cost or liability to the City, nor negatively impact the financial stability of the Parking Enterprise Fund. 4. Additional terms and conditions as determined necessary by the Office of General Counsel.
<p>Term</p>	<p>Five (5) years from the effective date of an executed Parking Rights Agreement.</p>

SUPPLEMENTAL INFORMATION

RESOLUTION 2024-05-07 FLORIDA THEATRE VOLUNTEER PARKING MEMO



DOWNTOWN INVESTMENT AUTHORITY

117 West Duval Street #310, Jacksonville, Florida 32202
(904) 255-5302 | <https://dia.coj.net/>

DATE: May 10th, 2024
TO: Strategic Implementation Committee
THRU: Micah Heavener, Committee Chair, Strategic Implementation Committee
FROM: Lori Boyer, Chief Executive Officer, Downtown Investment Authority
RE: Resolution 2024-05-07 Florida Theatre Volunteer Parking

Standard Parking Rights Agreement

On May 17th, 2017, the DIA Board voted to approve Resolution 2017-05-04 “Providing parking within the Yates Garage for volunteers during events at the Florida Theatre as a sponsorship to the Florida Theatre.” This Resolution was further acted upon by the Jacksonville City Council through Ordinance 2018-421-E, “Authorizing the Mayor and Corporation Secretary to execute and deliver a Parking Rights Agreement between the Florida Theatre Performing Arts Center, Inc. and the City of Jacksonville to provide parking for Florida Theatre volunteers.” The Parking Rights Agreement went into effect on September 13th, 2018, and expired after the end of the five (5) year term on September 12th, 2023.

Resolution 2024-05-07 recommends that the Mayor, on behalf of the City, as a City sponsorship to all Florida Theatre events, provide up to twenty-five (25) spaces per event volunteers of the Florida Theatre. This sponsorship will be memorialized in the form of a Parking Rights Agreement with a term of five (5) years, and subject to the terms and conditions contained in Exhibit ‘A’ to Resolution 2024-05-07.

The Office of General Counsel has reviewed Ordinance 2018-421-E and found that the City may, as a City sponsorship to Florida Theatre events, provide gratis parking as contemplated by Resolution 2024-05-07. Staff finds such a sponsorship will not result in additional cost or liability to the City or negative impacts on the financial stability of the Parking Enterprise Fund.

Terms and Conditions

The terms and conditions, including considerations to be provided by Florida Theatre Performing Arts Center, Inc. for the value of gratis volunteer parking, are contained in Exhibit ‘A’ to Resolution 2024-05-07.

TAB IV.C

RESOLUTION 2024-05-01 CEO CONTRACT

RESOLUTION 2024-05-01

RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) AUTHORIZING THE NEGOTIATION OF A NEW EMPLOYMENT AGREEMENT BETWEEN THE DIA AND LORI N. BOYER, CHIEF EXECUTIVE OFFICER (“CEO”), FOR A TERM OF ONE YEAR WITH THE OPTION TO EXTEND FOR UP TO ONE ADDITIONAL YEAR; AUTHORIZING THE DIA GOVERNING BOARD CHAIR TO EXECUTE AN “EMPLOYMENT AGREEMENT” IN SUBSTANTIALLY SIMILAR FORM TO THE EXISTING, AS AMENDED; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City Council adopted Ordinance 2012-364-E, thereby creating a new Chapter 55, Jacksonville Code of Ordinances, the purpose of which is to establish “a single, comprehensive organizational structure for the Authority [DIA] and a single, comprehensive method of addressing downtown redevelopment”; and

WHEREAS, pursuant to §55.108, Jacksonville Code of Ordinances, the DIA shall “Appoint a Chief Executive Officer (“CEO”), prescribe his or her duties, and fix his or her compensation...”; and

WHEREAS, Lori N Boyer has served as CEO of the DIA since July of 2019 and her current contract expires June 30, 2024; and

WHEREAS, Ms. Boyer has indicated her willingness to accept a new contract for no more than two years; and

WHEREAS, due to the creation of a Special Committee on Downtown which may impact the job description or responsibilities of a future CEO, or the structure of the organization itself, the search for her replacement will be delayed until the Council concludes its work; and

WHEREAS, after evaluations of her performance by Board members and upon the recommendation of the Governance Committee, it was recommended that Ms. Boyer be offered a new contract for a term of one year with the option for the Board to extend the contract for up to one additional year as needed to facilitate a transition in operations of the DIA,

NOW THEREFORE, BE IT RESOLVED, by the Downtown Investment Authority:

Section 1. The DIA Board finds the recitals above true and correct.

Section 2. The DIA hereby authorizes the Board Chair to negotiate the terms of a new contract with the CEO for a term of one year, with the option for the Board to extend for up to one additional year to facilitate a transition of leadership.

Section 3. The DIA hereby authorizes the Board Chair to execute a new contract consistent with this recommendation and in a form substantially similar to the existing contract, as amended.

Section 4. This Resolution shall become effective on the date it is signed by the Chair of the DIA Board.

WITNESS:

DOWNTOWN INVESTMENT AUTHORITY

Jim Citrano, Jr., Chair

Date

VOTE: In Favor: _____ Opposed: _____ Abstained: _____